



RFP No: 3897

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until September 30, 2016 @ 3:00 p.m. Central Time for the acquisition of the products/services described below for **Mississippi Department of Corrections**.

Inmate Communications System

MANDATORY VENDOR WEB CONFERENCE: 10:00 a.m. CST Tuesday,
August 16, 2016

NOTE: THIS RFP CONTAINS MANDATORY REQUIREMENTS TO WHICH NO
EXCEPTION MAY BE TAKEN. SEE SECTION VII, ITEM 2, FOR DETAILS.

The Vendor must submit proposals and direct inquiries to:

Donna Hamilton
Technology Consultant
Information Technology Services
3771 Eastwood Drive
Jackson, MS 39211
(601) 432-8114
Donna.Hamilton@its.ms.gov

To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. The following must be clearly typed on a label affixed to the package in a clearly visible location:

PROPOSAL, SUBMITTED IN RESPONSE TO
RFP NO. 3897
due September 30, 2016 @ 3:00 p.m.,
ATTENTION: Donna Hamilton

Craig P. Orgeron, Ph.D.
Executive Director, ITS

ITS RFP Response Checklist

RFP Response Checklist: These items should be included in your response to RFP No. 3897.

- _____ 1) One clearly marked original response and 5 identical copies of the complete proposal with each response containing an accompanying electronic copy of the complete proposal. Label the front and spine of the three-ring loose-leaf binder and each CD with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder.
- _____ 2) *Submission Cover Sheet*, signed and dated. (Section I)
- _____ 3) *Proposal Bond*, if applicable (Section I)
- _____ 4) *Proposal Exception Summary*, if applicable (Section V)
- _____ 5) Vendor response to *RFP Questionnaire* (Section VI)
- _____ 6) Point-by-point response to *Technical Specifications* (Section VII)
- _____ 7) Vendor response to *Cost Information Submission* (Section VIII)
- _____ 8) *References* (Section IX)

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SUBMISSION COVER SHEET & CONFIGURATION SUMMARY

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person the Mississippi Department of Information Technology Services, (ITS), should contact for questions and/or clarifications.

Name _____ Phone # _____
Address _____ Fax # _____
E-mail _____

Subject to acceptance by **ITS**, the Vendor acknowledges that by submitting a proposal AND signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), including the Standard Contract in Exhibit A if included herein, except those listed as exceptions on the Proposal Exception Summary Form. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this proposal.

Original signature of Officer in Bind of Company/Date

Name (typed or printed)

Title

Company name

Physical address

State of Incorporation

CONFIGURATION SUMMARY

The Vendor must provide a summary of the main components of products/services offered in this proposal using 100 words or less.

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PROPOSAL BONDS

Please attach the required Proposal Bond here.

SECTION II PROPOSAL SUBMISSION REQUIREMENTS

The objective of the Proposal Submission Requirements section is to provide Vendors with the information required to submit a response to this Request for Proposal (RFP). A Vendor who has responded to previous RFPs issued by **ITS** should not assume that the requirements are the same, as changes may have been made.

1. Failure to follow any instruction within this RFP may, at the State's sole discretion, result in the disqualification of the Vendor's proposal.
2. The State has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. The Vendor's proposal must be received, in writing, by the office of **ITS** by the date and time specified. **ITS** is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened. Any proposal received with insufficient postage will be returned unopened.
4. Proposals or alterations by fax, e-mail, or phone will not be accepted.
5. Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Vendor's original submission must be clearly identified as the original. The Vendor's original proposal must include the Proposal Bond, (if explicitly required in Section IV).
6. **ITS** reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. **ITS** reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by **ITS** is the official version and will supersede any conflicting RFP language submitted by the Vendor.
9. The Vendor must conform to the following standards in the preparation of the Vendor's proposal:
 - 9.1 The Vendor is required to submit one clearly marked original response and 5 identical copies of the complete proposal, including all sections and exhibits, in three-ring binders.
 - 9.2 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the RFP cover page must be clearly typed and affixed to the package in a clearly visible location.

- 9.3 Number each page of the proposal.
 - 9.4 Respond to the sections and exhibits in the same order as this RFP.
 - 9.5 Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.
 - 9.6 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the *Proposal Exception Summary Form*. (See Section V for additional instructions regarding Vendor exceptions.)
 - 9.7 Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with "NOT APPLICABLE."
 - 9.8 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
 - 9.9 When an outline point/attachment is a statement provided for the Vendor's information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the *Submission Cover Sheet* and providing a *Proposal Exception Summary Form*.
 - 9.10 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.
 - 9.11 The Vendor must fully respond to each requirement within the *Technical Specifications* by fully describing the manner and degree by which the proposal meets or exceeds said requirements.
10. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. **Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost proposal may be grounds for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor.** The Vendor must complete the *Cost Information Submission* in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the *Cost Information Submission*.
11. **ITS** reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing **ITS** staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at the State's discretion, result in the disqualification of the Vendor's proposal.

12. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **ITS**.
13. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
 - 13.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.
 - 13.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.
 - 13.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
 - 13.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
 - 13.5 The Vendor must submit a statement outlining the circumstances for the clarification.
 - 13.6 The Vendor must submit one clearly marked original and 5 copies of the clarification.
 - 13.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).
14. **Communications with State**

From the issue date of this RFP until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this RFP with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this RFP must be submitted in writing to the State's contact person for the selection process, and not later than the last date for accepting responding Vendor questions provided in this RFP. All such questions will be answered officially by the State in writing. All such questions and answers will become addenda to this RFP, and they will be posted to the ITS web site. Vendors failing to comply with this requirement will be subject to disqualification.

 - 14.1 The State's contact person for the selection process is: Donna Hamilton, Technology Consultant, 3771 Eastwood Drive, Jackson, MS 39211, 601-432-8114, Donna.Hamilton@its.ms.gov.
 - 14.2 Vendor may consult with State representatives as designated by the State's contact person identified in 14.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.

SECTION III VENDOR INFORMATION

The objective of the Vendor Information section of this RFP is to provide Vendors with information required to respond to the RFP successfully.

1. **Interchangeable Designations**

The terms "Vendor" and "Contractor" are referenced throughout this RFP. Generally, references to the "Vendor" are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term "Contractor" denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms "State of Mississippi," "State" or "ITS" may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Vendors throughout these specifications. References to a specific agency, institution or other political entity represent the client or customer on whose behalf ITS is issuing the RFP.

2. **Vendor's Responsibility to Examine RFP**

Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

3. **Proposal as Property of State**

All written proposal material becomes the property of the State of Mississippi.

4. **Written Amendment to RFP**

Any interpretation of an **ITS** RFP will be made by written amendment only. The State will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the **ITS** website, together with the associated RFP specification. Vendors are required to check the **ITS** website periodically for RFP amendments before the proposal opening date at:

http://www.its.ms.gov/Procurement/Pages/RFPS_Awaiting.aspx

Any and all amendments will be posted no later than noon, seven days prior to the proposal opening date listed on the cover page of this RFP. If you are unable to access the **ITS** website, you may contact the **ITS** technology consultant listed on page one of this RFP and request a copy.

5. **Oral Communications Not Binding**

Only transactions which are in writing from **ITS** may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any State employee.

6. **Vendor's Responsibility for Delivery**

Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The State will not be responsible for the failure of any delivery medium for submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

7. **Evaluation Criteria**

The State's intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor who meets specifications, considering price and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process. More specific information concerning evaluation criteria is presented in *Technical Specifications*.

8. **Multiple Awards**

ITS reserves the right to make multiple awards.

9. **Right to Award in Whole or Part**

ITS reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the State of Mississippi.

10. **Right to Use Proposals in Future Projects**

The State reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Vendor. The State's decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

11. **Price Changes During Award or Renewal Period**

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the State will always take advantage of price decreases.

12. **Right to Request Information**

The State reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours. The State also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, even if that customer is not included in the Vendor's list of references.

13. **Vendor Personnel**

For RFPs including professional services specifications, the Vendor will be required to provide and/or certify the following for each individual included in the Vendor's proposal:

- 13.1 A direct telephone number at which the individual may be contacted for a telephone interview. The State will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.

- 13.2 That, if onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Vendor.
- 13.3 That the individual is proficient in spoken and written English;
- 13.4 That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all INS regulations. The Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U. S. citizens.
- 13.5 That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the State. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.

14. Vendor Imposed Constraints

The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the State's business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor's software; and/or providing web-hosting, hardware, networking or other processing services on the State's behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the State. The State recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The State must understand these issues in order to decide to what degree they may impact the State's ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and the State with regard to this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by the State.

15. Best and Final Offer

The State reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the State believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the State, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the State. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly

conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.

16. Restriction on Advertising

The Vendor must receive written approval from the State before advertising or referencing the award of the contract or the services being provided. The Vendor must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Mississippi.

17. Rights Reserved to Use Existing Product Contracts

The State reserves the right on turnkey projects to secure certain products from other existing **ITS** contracts if it is in its best interest to do so. If this option is exercised, then the awarded Vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

18. Additional Information to be Included

In addition to answering each specification within this RFP, the Vendor must include complete product/service information, including product pictorials and technical/descriptive literature relative to any product/service offered with the proposal. Information submitted must be sufficiently detailed to substantiate that the products/services offered meet or exceed specifications.

19. Valid Contract Required to Begin Work

The successful Vendor should not commence any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of the contract is done at the Vendor's sole risk. The State is under no obligation to pay for work done prior to the execution of a contract.

SECTION IV LEGAL AND CONTRACTUAL INFORMATION

The objective of the *Legal and Contractual Information* section is to provide Vendors with information required to complete a contract or agreement with **ITS** successfully.

1. **Acknowledgment Precludes Later Exception**

By signing the *Submission Cover Sheet*, the Vendor is contractually obligated to comply with all items in this RFP, including the *Standard Contract* in Exhibit A if included herein, except those specifically listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. Vendors who respond to this RFP by signing the *Submission Cover Sheet* may not later take exception to any item in the RFP during contract negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

2. **Failure to Respond as Prescribed**

Failure to respond as described in Section II: *Proposal Submission Requirements* to any item in the sections and exhibits of this RFP, including the *Standard Contract* attached as Exhibit A, if applicable, shall contractually obligate the Vendor to comply with that item.

3. **Contract Documents**

ITS will be responsible for all document creation and editorial control over all contractual documentation related to each procurement project. The following documents will normally be included in all contracts between **ITS** and the Vendor:

- 3.1 The Proposal Exception Summary Form as accepted by **ITS**;
- 3.2 Contracts which have been signed by the Vendor and **ITS**;
- 3.3 **ITS'** Request for Proposal, including all addenda;
- 3.4 Official written correspondence from **ITS** to the Vendor;
- 3.5 Official written correspondence from the Vendor to **ITS** when clarifying the Vendor's proposal; and
- 3.6 The Vendor's proposal response to the **ITS** RFP.

4. **Order of Precedence**

When a conflict arises regarding contract intent due to conflicting statements in documents included in the contract, the order of precedence of each document is as listed above unless modification of order is negotiated and agreed upon by both **ITS** and the winning Vendor.

5. **Additional Contract Provisions**

The contract will also include such additional provisions, which are not inconsistent or incompatible with the material terms of this RFP, as may be agreed upon by the parties. All of the foregoing shall be in such form and substance as prescribed by the State.

6. **Contracting Agent by Law**

The Executive Director of **ITS** is, by law, the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of computer and telecommunications equipment, systems, software, and services (Section 25-53-1, et seq., of the Mississippi Code Annotated). **ITS** is issuing this RFP on behalf of the procuring agency or institution. **ITS** and the procuring agency or institution are sometimes collectively referred to within this RFP as "State."

7. **Mandatory Legal Provisions**

- 7.1 The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.
- 7.2 Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.
- 7.3 The Vendor shall have no limitation on liability for claims related to the following items:
 - 7.3.1 Infringement issues;
 - 7.3.2 Bodily injury;
 - 7.3.3 Death;
 - 7.3.4 Physical damage to tangible personal and/or real property; and/or
 - 7.3.5 The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors.
- 7.4 All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.
- 7.5 Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.
- 7.6 Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.

- 7.7 The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.
- 7.8 The State will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated. Seller understands and agrees that Purchaser is exempt from the payment of taxes.
- 7.9 The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.
8. **Approved Contract**
- 8.1 Award of Contract - A contract is considered to be awarded to a proposer once the proposer's offering has been approved as lowest and best proposal through:
- 8.1.1 Written notification made to proposers on **ITS** letterhead, or
- 8.1.2 Notification posted to the **ITS** website for the project, or
- 8.1.3 CP-1 authorization executed for the project, or
- 8.1.4 The **ITS** Board's approval of same during an open session of the Board.
- 8.2 **ITS** statute specifies whether **ITS** Director approval or **ITS** Board approval is applicable for a given project, depending on the total lifecycle cost of the contract.
- 8.3 A contract is not deemed final until five (5) working days after either the award of contract or post procurement review, as stipulated in the **ITS** Protest Procedure and Policy. In the event of a valid protest, the State may, at its sole discretion, continue the procurement or stay the procurement in accordance with the **ITS** Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved.
9. **Contract Validity**
All contracts are valid only if signed by the Executive Director of **ITS**.
10. **Order of Contract Execution**
Vendors will be required to sign contracts and to initial all contract changes before the Executive Director of **ITS** signs.

11. Availability of Funds

All contracts are subject to availability of funds of the acquiring State entity and are contingent upon receipt by the winning Vendor of a purchase order from the acquiring State entity.

12. CP-1 Requirement

All purchase orders issued for goods and services acquired from the awarded Vendor under this RFP must be encoded by the Customer agency with a CP-1 approval number assigned by **ITS**. This requirement does not apply to acquisitions that by policy have been delegated to State entities.

13. Requirement for Electronic Payment and Invoicing

13.1 Payments to the awarded Vendor for all goods and services acquired under this RFP by state agencies that make payments through the Mississippi State Government's Enterprise Resource Planning (ERP) solution ("MAGIC") will be made electronically, via deposit to the bank account of the Vendor's choice. The awarded Vendor must enroll and be activated in PayMode™, the State's current vehicle for sending and receiving electronic payments, prior to receiving any payments from state agencies. There is no charge for a Vendor to enroll or receive payments via PayMode. For additional information on PayMode, including registration instructions, Vendors should visit the following website: <http://portal.paymode.com/ms/>. Vendors may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting mash@dfa.ms.gov.

13.2 For state agencies that make payments through MAGIC, the awarded Vendor is required to submit electronically all invoices for goods and services acquired under this RFP, along with appropriate supporting documentation, as directed by the State.

13.3 Items 13.1 and 13.2 only apply to state agencies that make payments through MAGIC. Payments and invoices for all other entities will conform to their standard methods of payment to contractors.

14. Time For Negotiations

14.1 All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor's initial receipt of the project contract from **ITS**, unless **ITS** consents to extend the period. Failure to complete negotiations within the stated time period constitutes grounds for rejection of the Vendor's response to this RFP. **ITS** may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.

14.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new items that the State may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor's proposal shall be submitted three

(3) working days prior to scheduled negotiations, unless **ITS** consents to a different period.

15. Prime Contractor

The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the State.

16. Sole Point of Contact

ITS will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

16.1 The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently the State is only required to negotiate with the Vendor.

16.2 Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the State from any contractor, third party or subcontractor without the State having to negotiate separately or individually with any such parties for these terms or conditions.

16.3 Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the State, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the State. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the State.

17. **ITS Approval of Subcontractor Required**

Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. **ITS** reserves the right of refusal and the right to request replacement of a subcontractor due to unacceptable work or conduct. This provision should not be interpreted as requiring the approval of individual contracts of employment between the Vendor and personnel assigned for services under the contract.

18. **Inclusion of Subcontract Agreements**

Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's proposal.

19. **Negotiations with Subcontractor**

In order to protect the State's interest, **ITS** reserves the right to attempt to resolve the contractual disagreements that may arise between the Vendor and its subcontractor after award of the contract.

20. **References to Vendor to Include Subcontractor**

All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.

21. **Outstanding Vendor Obligations**

- 21.1 Any Vendor who presently owes the State of Mississippi money pursuant to any contract for which **ITS** is the contracting agent and who has received written notification from **ITS** regarding the monies owed, must submit, with the proposal, a certified check in the amount due and owing in order for the proposal in response to this RFP to be considered. For a Vendor currently in bankruptcy as of the RFP submission date, this requirement is met, if and only if, **ITS** has an active petition before the appropriate bankruptcy court for recovery of the full dollar amount presently owed to the State of Mississippi by that Vendor. If the Vendor has emerged from bankruptcy by the RFP submission date, the Vendor must pay in full any amount due and owing to the State, as directed in the court-approved reorganization plan, prior to any proposal being considered.
- 21.2 Any Vendor who is presently in default on existing contracts for which **ITS** is the contracting agent, or who otherwise is delinquent in the performance of any such contracted obligations, is in the sole judgment of the State required to make arrangement for fulfilling outstanding obligations to the satisfaction of the State in order for the proposal to be considered.
- 21.3 The State, at its sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal submission.

22. Equipment Condition

For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to **ITS** specifications, unless an explicit requirement for used equipment is otherwise specified.

23. Delivery Intervals

The Vendor's proposal must specify, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, delivery and installation intervals after receipt of order.

24. Pricing Guarantee

The Vendor must explicitly state, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will remain valid. Unless stated to the contrary in the *Technical Specifications*, pricing must be guaranteed for a minimum of ninety (90) days.

25. Shipping Charges

For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.

26. Amortization Schedule

For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.

27. Americans with Disabilities Act Compliance for Web Development and Portal Related Services

All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.

28. Ownership of Developed Software

28.1 When specifications require the Vendor to develop software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation.

28.2 The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.

29. Ownership of Custom Tailored Software

In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the State, the Vendor must offer the State an application license

entitling the State to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.

30. **Terms of Software License**

The Vendor acknowledges and agrees that the term of all software licenses provided to the State shall be perpetual unless stated otherwise in the Vendor's proposal.

31. **The State is Licensee of Record**

The Vendor must not bypass the software contracting phase of a project by licensing project software intended for State use in its company name. Upon award of a project, the Vendor must ensure that the State is properly licensed for all software that is proposed for use in a project.

32. **Compliance with Enterprise Security Policy**

Any solution proposed in response to this RFP must be in compliance with the State of Mississippi's Enterprise Security Policy. The Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines and covers the following topics: web servers, email, virus prevention, firewalls, data encryption, remote access, passwords, servers, physical access, traffic restrictions, wireless, laptop and mobile devices, disposal of hardware/media, and application assessment/certification. Given that information security is an evolving technology practice, the State reserves the right to introduce new policy during the term of the contract resulting from this RFP and require the Vendor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

The Enterprise Security Policy is available to third parties on a need-to-know basis and requires the execution of a non-disclosure agreement prior to accessing the policy. The Vendor may request individual sections of the Enterprise Security Policy or request the entire document. The instructions for acquiring the State of Mississippi Enterprise Security Policy can be found at the link below.

<http://www.its.ms.gov/Services/Pages/ENTERPRISE-SECURITY-POLICY.aspx>

33. **Negotiating with Next-Ranked Vendor**

Should the State cease doing business with any Vendor selected via this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked Vendor.

34. **Disclosure of Proposal Information**

Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the **ITS** Public Records Procedures established in accordance with the Mississippi Public Records Act. The **ITS** Public Records Procedures are available in Section 019-010 of the **ITS** Procurement Handbook, on the **ITS** Internet site at:

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=155> or from **ITS** upon request.

As outlined in the Third Party Information section of the **ITS** Public Records Procedures, **ITS** will give written notice to any affected Vendor of a request to view or reproduce the Vendor's proposal or portion thereof. **ITS** will not, however, give such notice with respect to summary information prepared in connection with the State's review or evaluation of a Vendor's proposal, including, but not limited to, written presentations to the **ITS** Board or other approving bodies, and/or similar written documentation prepared for the project file. In addition, **ITS** will not provide third-party notice for requests for any contract executed as a result of this RFP.

Summary information and contract terms, as defined above, become the property of **ITS**, who has the right to reproduce or distribute this information without notification.

Vendors should further be aware that requests for disclosure of proposal information are sometimes received by **ITS** significantly after the proposal opening date. **ITS** will notify the signatory "Officer in Bind of Company" provided in Section I of this RFP for Notification of Public Records Requests in the event information is requested that your company might wish to consider protecting as a trade secret or as confidential commercial or financial information. If the "Officer in Bind of Company" should not be used for notification of public records requests, Vendor should provide the alternative contact information in response to this RFP item.

35. Risk Factors to be Assessed

The State will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The State, at its sole discretion, may employ the following mechanisms in mitigating these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Vendor must agree to incorporate any or all of the above terms and conditions into the customer agreement.

36. Proposal Bond

The Vendor must include a proposal bond in the amount of \$7,500.00 with its RFP proposal. Vendor is specifically disallowed from taking exception to the proposal bond requirement. Proposals without proposal bonds will be rejected

The security must be in the form of a bond, irrevocable letter of credit, certified check, or cashier's check (hereinafter, "security") payable to the **Mississippi Department of Corrections**, to be held by their contracting agent, the Mississippi Department of Information Technology Services, and must be placed in the front of the Vendor's proposal. The submission of an acceptable security is a condition precedent to a valid proposal, and the amount of the security is not negotiable or contestable. Any proposal received without the security will be rejected and returned to the Vendor without further consideration.

The security binds the Vendor to the commitments made in writing in the Vendor's proposal. The security will be forfeited in the event the awarded Vendor, at any time during the contract negotiation process, refuses to honor commitments made in its proposal, reneges on pricing, takes exception to any term or condition that was not addressed in the Vendor's written proposal, or fails to execute a contract as anticipated

in the RFP and the Vendor's proposal, including documented exceptions, within fifteen (15) working days after the Vendor's initial receipt of the project contract from **ITS**, unless an extension is agreed to by **ITS**.

As stated in the RFP, the Vendor may take exception to any point without incurring any liability to provide items to which an exception has been taken. Likewise, the State has no obligation to accept any proposed exception. Should the State decide, at its sole discretion and at any point in the process, that an exception is NOT acceptable, **ITS** will reject the Vendor's proposal and return the Vendor's security.

The Vendor's security will be returned promptly after **ITS** and the successful Vendor have executed a contract or within ninety (90) days after opening the proposals if no letter of intent to award a contract has been sent. In the event that the successful Vendor fails to accept and sign the mutually negotiated contract, that Vendor shall be disqualified and **ITS** shall initiate negotiations with the next ranked Vendor until a contract is successfully negotiated, or **ITS** elects to cancel the procurement. The securities of all remaining Vendors will be returned when a contract has been successfully negotiated and executed, or when the procurement is canceled.

37. Performance Bond/Irrevocable Bank Letter of Credit

The Vendor is not required to include the price of a performance bond or irrevocable bank letter of credit with its RFP proposal.

38. Responsibility for Behavior of Vendor Employees/Subcontractors

The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises of any State agency or institution. Any Vendor employee or subcontractor acting in a manner determined by the administration of any State agency or institution to be detrimental, abusive, or offensive to any of the staff or student body of any State agency or institution will be asked to leave the premises and can be suspended from further work on the premises.

39. Protests

The Executive Director of **ITS** and/or the Board Members of **ITS** or their designees shall have the authority to resolve Vendor protests in connection with the selection for award of a contract. Copies of the protest procedures are available on the **ITS** Internet site - **ITS** Protest Procedure and Policy, Section 019-020, **ITS** Procurement Handbook at:

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=173> or from **ITS** upon request.

40. Protest Bond

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the **ITS** Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the **ITS** Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify RFP Number **3897**.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the **ITS** Executive Director with its written protest, and maintain in effect

at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or **\$250,000.00**, whichever is less. The total estimated project lifecycle cost will be the amount used by **ITS** in the computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the State is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor's expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond, **ITS** reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The State may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of 1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

Should the written protest submitted by the Vendor fail to comply with the content requirements of **ITS'** protest procedure and policy, fail to be submitted within the prescribed time limits, or fail to have the appropriate protest bond accompany it, the protest will be summarily dismissed by the **ITS** Executive Director.

41. Mississippi Employment Protection Act

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

SECTION V PROPOSAL EXCEPTIONS

Please return the *Proposal Exception Summary Form* at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state "No Exceptions Taken." If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions to any item in this RFP document.

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with "shall" or "must," as long as the following are true:
 - 1.1 The specification is not a matter of State law;
 - 1.2 The proposal still meets the intent of the RFP;
 - 1.3 A *Proposal Exception Summary Form* is included with Vendor's proposal; and
 - 1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the *Proposal Exception Summary Form*.
2. The Vendor has no liability to provide items to which an exception has been taken. **ITS** has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and **ITS** will discuss each exception and take one of the following actions:
 - 2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
 - 2.2 **ITS** will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
 - 2.3 **ITS** and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
 - 2.4 None of the above actions is possible, and **ITS** either disqualifies the Vendor's proposal or withdraws the award and proceeds to the next ranked Vendor.
3. Should **ITS** and the Vendor reach a successful agreement, **ITS** will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Vendor's exceptions. The *Proposal Exception Summary*, with those exceptions approved by **ITS**, will become a part of any contract on acquisitions made under this RFP.
4. An exception will be accepted or rejected at the sole discretion of the State.
5. The State desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the State's RFP, including the *Standard Contract* in Exhibit A, if

included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

6. For Vendors who have successfully negotiated a contract with **ITS** in the past, **ITS** requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to **ITS** or participated in contract negotiations with **ITS** on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

PROPOSAL EXCEPTION SUMMARY FORM

List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.

ITS RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	ITS Acceptance (sign here only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	
1.			
2.			
3.			
4.			
5.			
6.			
7.			

SECTION VI RFP QUESTIONNAIRE

Please answer each question or provide the information as requested in this section.

1. **Mississippi's Accountability System for Government Information and Collaboration (MAGIC) Information for State of Mississippi Vendor File**

- 1.1 **MAGIC Vendor Code:** Any Vendor who has not previously done business with the State and has not been assigned a MAGIC Vendor code should visit the following link to register:

https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100

Vendors who have previously done business with the State may obtain their MAGIC Vendor code at the following link:

<http://www.mmrs.state.ms.us/vendors/index.shtml>

All Vendors must furnish **ITS** with their MAGIC Vendor code.

MAGIC Vendor Code: _____

Additional Vendor information, including contact information for assistance with MAGIC Vendor codes, can be found at the following link:

<http://www.mmrs.state.ms.us/vendors/index.shtml>

- 1.2 **Vendor Self-Certification Form:** The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Vendor review the State of Mississippi Minority Vendor Self Certification Form. This information is for tracking/reporting purposes only, and will not be used in determining which Vendor will be chosen for the project. Any Vendor who can claim status as a Minority Business Enterprise or a Woman Business Enterprise in accordance with the definitions on this form and who has not previously submitted a form to the State of Mississippi should submit the completed form with the proposal. A copy of the Minority Vendor Self-Certification Form can be obtained at:

http://www.mississippi.org/assets/docs/minority/minority_vendor_selfcertform.pdf

Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at minority@mississippi.org.

Minority Vendor Self-Certification Form Included: _____
Minority Vendor Self-Certification Form Previously Submitted: _____
Not claiming Minority/Women Business Enterprise Status: _____

2. **Certification of Authority to Sell**

The Vendor must certify Vendor is a seller in good standing, authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time frame specified. Does the Vendor make these certifications? (A yes or no answer is required.)

3. **Certification of No Conflict of Interest**

Mississippi law clearly forbids a direct or indirect conflict of interest of a company or its employees in selling to the State. The Vendor must answer and/or provide the following:

3.1 Does there exist any possible conflict of interest in the sale of items to any institution within **ITS** jurisdiction or to any governing authority? (A yes or no answer is required.)

3.2 If the possibility of a conflict does exist, provide a list of those institutions and the nature of the conflict on a separate page and include it in your proposal. The Vendor may be precluded from selling to those institutions where a conflict of interest may exist.

4. **Pending Legal Actions**

4.1 Are there any lawsuits or other legal proceedings against the Vendor that pertain to any of the software, hardware, or other materials and/or services which are a part of the Vendor's proposal? (A yes or no answer is required.)

4.2 If so, provide a copy of same and state with specificity the current status of the proceedings.

5. **Non-Disclosure of Social Security Numbers**

Does the Vendor acknowledge that any information system proposed, developed, or modified under this RFP that disseminates, in any form or manner, information or material that contains the Social Security Number of an individual, has mechanisms in place to prevent the inadvertent disclosure of the individual's Social Security Number to members of the general public or to persons other than those persons who, in the performance of their duties and responsibilities, have a lawful and legitimate need to know the individual's Social Security Number? This acknowledgement is required by Section 25-1-111 of the Mississippi Code Annotated.

6. **Order and Remit Address**

The Vendor must specify both an order and a remit address:

Order Address:

--

Remit Address (if different):

--

7. **Web Amendments**

As stated in Section III, **ITS** will use the **ITS** website to post amendments regarding RFPs before the proposal opening at:

http://www.its.ms.gov/Procurement/Pages/RFPS_Awaiting.aspx

ITS may post clarifications until noon seven days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable.

Vendors may list any questions or items needing clarification discovered in the week prior to the proposal opening in a written format at the beginning of the proposal binder or in the comment section for the individual offering.

Does the Vendor certify that they have reviewed a copy of the **ITS** amendments for RFPs as above stated? (A yes or no answer is required.)

SECTION VII TECHNICAL SPECIFICATIONS

1. How to Respond to this Section

- 1.1 Beginning with Item 2.1 of this section, label and respond to each outline point in this section as it is labeled in the RFP.
- 1.2 The Vendor must respond with “ACKNOWLEDGED,” “WILL COMPLY” or “AGREED” to each point in this section. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the State’s sole discretion, being subject to disqualification.
- 1.3 “ACKNOWLEDGED” should be used when no vendor response or vendor compliance is required. “ACKNOWLEDGED” simply means the vendor is confirming to the State that he read the statement. This is commonly used in the RFP sections where the agency’s current operating environment is described or where general information is being given about the project.
- 1.4 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the vendor will adhere to the requirement. These terms are used to respond to statements that specify that a vendor or vendor’s proposed solution must comply with a specific item or must perform a certain task.
- 1.5 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See Section V, for additional instructions regarding Vendor exceptions.)
- 1.6 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 1.7 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

2. Mandatory Provisions in Technical Requirements for this RFP

- 2.1 Certain items in the technical specifications of this RFP are MANDATORY. Vendors are specifically disallowed from taking exception to these mandatory requirements, and proposals that do not meet all mandatory requirements are subject to immediate disqualification.
- 2.2 Mandatory requirements are those requirements classified as MANDATORY in Section VII, *Technical Specifications*. Meeting a mandatory requirement means the Vendor has provided a detailed response that demonstrates that the Vendor meets the qualifications and experience requested.

- 2.3 Attendance at the mandatory Vendor Web Conference at 10:00 a.m. Central Time on Tuesday, August 16, 2016, is mandatory for any Vendor who intends to submit an RFP response. No exceptions will be granted to this requirement. Any proposal received from a Vendor who did not have an authorized representative at the Vendor Conference will be rejected.
 - 2.3.1 To access the Vendor Web Conference, Vendor must contact Donna Hamilton via email no later than 3:00 p.m. Central Time, Monday, August 15, 2016, to receive instructions on how to enter into the web conference.
- 2.4 Mandatory Site Visits will be provided at the following times:
 - 2.4.1 August 23, 2016, Parchman State Penitentiary, Parchman, MS, at 10:00 a.m.
 - 2.4.2 August 24, 2016, Central Mississippi Correctional Facility, Pearl, MS, at 3:00 p.m.
 - 2.4.3 August 25, 2016, South Mississippi Correction Institution, Leakesville, MS, at 10:00 a.m.
 - 2.4.4 August 26, 2016, Wilkinson County Correctional Center, Woodville, MS, at 10:00 a.m.
 - 2.4.5 No other times will be allowed for site visits.
 - 2.4.6 Vendor must have at least one representative present for all site visits and may have no more than three representatives present.
 - 2.4.7 Representatives must have in their possession a government issued picture ID.
 - 2.4.8 No weapons or alcohol are allowed on the premises. See item 17.1 for additional regulations.

3. General Overview and Background

- 3.1 The Mississippi Department of Information Technology Services (ITS) and the Mississippi Department of Corrections (MDOC) are requesting proposals for the provision of a turnkey Inmate Calling Service (ICS) for the inmates in Correctional Facilities at the following locations:
 - 3.1.1 Mississippi State Penitentiary, Parchman, Mississippi
 - 3.1.1.1 The Mississippi State Penitentiary is a multi-security facility with a current total bed capacity for 3,590 minimum, medium, and maximum security inmates.
 - 3.1.1.2 The Local Exchange Carrier (LEC) for this facility is AT&T.

- 3.1.2 Central Mississippi Correctional Facility, Pearl, Mississippi
 - 3.1.2.1 Central Mississippi Correctional Facility (CMCF) is a multi-security facility with a current total bed capacity for 3,564 minimum, medium and maximum security inmates.
 - 3.1.2.2 The Local Exchange Carrier (LEC) for this facility is AT&T.
- 3.1.3 South Mississippi Correction Institution, Leakesville, Mississippi
 - 3.1.3.1 South Mississippi Correction Institution is a medium security facility with a current total bed capacity for 3,082 minimum and medium security inmates.
 - 3.1.3.2 South Mississippi Correctional Institution is served by an independent telephone company, Southeast Mississippi Telephone Company. The address is Post Office Box 429, Leakesville, Mississippi.
- 3.1.4 17 Community -based satellite facilities across the State
 - 3.1.4.1 The satellite facilities house an average of 100 offenders.
 - 3.1.4.2 The LEC for all of these facilities is AT&T.
- 3.1.5 3 Private Prisons
 - 3.1.5.1 East Mississippi Correctional Facility, Meridian, Mississippi, East Mississippi Correctional facility has a capacity of 1,500 beds and houses minimum, medium and close custody inmates.
 - 3.1.5.2 Marshall County Correctional Facility, Holly Springs, Mississippi. Marshall County Correctional Facility has a capacity of 1,000 beds and houses minimum, medium and close custody inmates.
 - 3.1.5.3 Wilkinson County Correctional Facility, Woodville, Mississippi. Wilkinson County Correctional Facility has a capacity of 1,000 beds and houses minimum, medium and close custody inmates.
 - 3.1.5.4 The LEC for all of these facilities is AT&T.
- 3.2 The Mississippi Department of Corrections currently provides Inmate Calling Service utilizing Global Tel*Link (GTL) Inmate Services. All calls are placed as collect calls.

- 3.3 The provision of this turnkey system will include all hardware and software necessary for the system to be fully functional, administered, and managed at no cost to the State. Vendor will bear the cost of all equipment and software.

4. **Procurement Project Schedule**

Task	Date
First Advertisement Date for RFP	07/26/16
Second Advertisement Date for RFP	08/02/16
Mandatory Vendor Web Conference	10:00 a.m. Central Time on 08/16/16
Mandatory Site Visits:	
Parchman State Penitentiary, Parchman, MS	10:00 a.m. Central Time on 08/23/16
Central Mississippi Correctional Facility, Pearl, MS,	3:00 p.m. Central Time on 08/24/16
South Mississippi Correction Institution, Leakesville, MS	10:00 a.m. Central Time on 08/25/16
Wilkinson County Correctional Center and Wilkinson Community Work Center, Woodville, MS	10:00 a.m. Central Time on 08/26/16
Deadline for Vendor's Written Questions	3:00 p.m. Central Time on 08/31/16
Deadline for Questions Answered and Posted to ITS Web Site	09/16/16
Open Proposals	09/30/16
Evaluation of Proposals Begins	09/30/16
ITS Board Presentation	11/17/16

5. **Statement of Understanding**

- 5.1 Vendors may request additional information or clarifications to this RFP using the following procedure:
- 5.1.1 Vendors must clearly identify the specified paragraph(s) in the RFP that is in question.
- 5.1.2 Vendor must deliver a written document to Donna Hamilton at **ITS** by Wednesday, August 31, 2016 at 3:00 p.m. Central Time. This document may be delivered by hand, mail, email, or fax. Address information is given on page one of this RFP. The fax number is (601) 713-6380. **ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF QUESTION DOCUMENTS.** It is solely the responsibility of the vendor that the clarification document reaches **ITS** on time. Vendors may contact Donna Hamilton to verify the receipt of their document. Documents received after the deadline will be rejected.

- 5.2 All questions will be compiled and answered, and a written document containing all questions submitted and corresponding answers will be posted on the **ITS** web site by close of business on Friday, September 16, 2016.

6. Technical Specifications

- 6.1 The conditions and requirements found in this RFP pertain to all locations in Item 3.1 above unless otherwise stipulated.
- 6.2 The award for this project will be made to one Vendor for all locations.
- 6.3 The Vendor may also be referred to as the Inmate Service Provider or ISP.
- 6.4 The Inmate Calling Service will also be referred to as the ICS.
- 6.5 The ICS will be installed at each of the facilities listed in Item 3.1 above. The three state prison sites will host the work and restitution centers.
- 6.6 All administration will take place from the three state prison facilities and from the headquarters location in Jackson. Any reference in this RFP to administration refers to these four (4) sites.
- 6.7 The ISP must propose an Inmate Calling Service that will be compatible across all prison sites.
- 6.7.1 This requirements means that the ICS will have the same features and functionality at all MDOC locations and will allow system administration to be performed in the same way at all locations.
- 6.7.2 The ICS must allow MDOC personnel to conduct administrative functions at each location and must allow MDOC staff to conduct administrative functions from the headquarters location in Jackson, Mississippi for all locations.
- 6.7.2.1 Vendor must detail in this item how the proposed ICS meets this requirement.
- 6.8 The ICS shall provide centralized administration.
- 6.8.1 Using web access or by dialing into the ICS from any MDOC location, remote or otherwise, the following tasks can be accomplished for all MDOC facilities listed in Item 3.1:
- 6.8.1.1 Adds, moves, and changes,
- 6.8.1.2 Administrative reports (see also items 7.21 and 7.22),
- 6.8.1.3 Recording of Inmate telephone conversations, and

- 6.8.1.4 Monitoring calls on an ad hoc basis for criminal investigations.
- 6.8.2 The ISP must detail the types of adds, moves, and changes that can be made.
- 6.8.3 The ISP must detail the types of administrative reports that can be generated by the proposed ICS.
- 6.8.4 The ISP must detail in this item how the proposed ICS can allow calls to be monitored on an ad hoc basis.
- 6.8.5 The ICS must provide multiple layers of access to centralized administration to allow MDOC to give staff members varying degrees of access.
 - 6.8.5.1 List all access levels and detail the capabilities of each level.
 - 6.8.5.2 Vendor must indicate what, if any, flexibility is available to MDOC to modify or customize these access levels.
 - 6.8.5.3 A secure, validated password must be used to access the system regardless of the administrator access level.
- 6.9 The awarded ISP must agree to add any new MDOC facility to the statewide ICS at the sole discretion of the State.
- 6.10 The ICS must be arranged in outward calling only and must operate in a collect call only mode.
- 6.11 The rates charged for telephone calls associated with this proposal must not exceed the charges and rates as specified in the Federal Communications Commission (FCC) order effective March 17, 2016.
 - 6.11.1 Vendor must itemize all charges including any surcharges and taxes, as well as all end-user expenses.
 - 6.11.2 No additional surcharges of any kind will be allowed.
 - 6.11.3 Should the Federal Communications Commission (FCC) and/or the Public Service Commission (PSC) establish additional fees during the life of the contract, the awarded ISP must notify MDOC at least sixty days prior to implementation of required fees.
 - 6.11.3.1 Notification must include documentation from the appropriate commission detailing the fee requirement.
 - 6.11.3.2 Failure to give MDOC sixty (60) days prior notice will result in the Vendor absorbing these charges until MDOC has sixty (60) days to review the requirement.

- 6.12 All calls must be billed using airline mileage directly to the termination point regardless of how the call is routed.
- 6.13 The awarded ISP must provide MDOC quarterly statements of rates being charged for all telephone calls to serve as an audit.
- 6.13.1 The reports are due to MDOC by the 15th of the month following the end of the quarter (e.g., due April 15 for the first quarter of the calendar year).
- 6.13.2 Holidays are not an exception to this date.
- 6.13.3 At the sole discretion of MDOC, liquidated damages may be assessed in the amount of \$250.00 per day for failure to provide the reports as required.
- 6.13.4 Reports are to be sent to:
- MDOC
Attn: Rick McCarty
633 North State Street
Jackson, MS 39202
- 6.14 The ISP must comply with the PSC Docket 92-UA-0044, "Pertaining to the Provision of Coinless Telecommunication Services to Inmates in Correctional Facilities."
- 6.14.1 As stated in the PSC Docket 92-UA-0044, "Any company proposing to provide telecommunications service to correctional inmate facilities must first obtain a certificate of public convenience and necessity from the Mississippi Public Service Commission."
- 6.14.2 Local Exchange Carriers (LEC) holding a certificate of public convenience and necessity from the Mississippi Public Service Commission shall not be required to obtain an additional certificate to become an ISP.
- 6.14.3 The awarded Vendor must produce a copy of the certificate of convenience and necessity from the Mississippi Public Service Commission prior to commencement of contract negotiations.
- 6.14.4 A copy of Docket 92-UA-0044 may be obtained by written request to the Mississippi Public Service Commission, 501 North West Street, 2nd Floor Woolfolk Building, Jackson, MS, 39201; by calling 601-961-5434; or by accessing the PSC website www.psc.state.ms.us/telecom/orders/pdfs/92-UA-0044.pdf.
- 6.15 The ICS must interface with network services provided by the local exchange carriers as well as inter-exchange carriers to include analog and digital facilities.

- 6.16 Provide a description of the types of network services to which the proposed ICS will interface and the purpose of each as it relates to the Vendor's proposal.
- 6.17 Collect calling must be available for all locations within the North American Dialing Plan. There is no intent at this time to allow calls to international locations.
- 6.18 The ICS must include a full-time digital recording system that will cover each facility for all ICS telephone lines with additional growth capacity to allow for expansion of the ICS. The digital recording system requirements are detailed in Item 8.5.
- 6.19 The ISP will provide approved telephones, mounting equipment, switching equipment, monitoring and recording equipment, ADA devices and TDD devices at no cost to the State.
 - 6.19.1 Ownership and responsibility for all inmate telephones and other equipment necessary to provide the ICS supplied by the Vendor shall remain with the Vendor unless otherwise agreed to in the contract.
- 6.20 All information and databases regarding users of the ICS is the property of the State of Mississippi and shall not be given, sold, or used for any other purpose outside the ICS without express written consent from MDOC.
 - 6.20.1 At the end of the contract period, this information remains with the MDOC.
- 6.21 The awarded Vendor will provide all requested services, software and hardware necessary to provide this service at no cost to the State of Mississippi. (See also item 10.)
- 6.22 Definitions and Acronyms
 - 6.22.1 "PIN" means Personal Identification Number.
 - 6.22.2 "0+" means mechanized operator assisted calls which allows inmates to enter PIN numbers to complete calls.
 - 6.22.3 In RFP 3897, "Inmate Calling Service" may be referred to as "ICS," "service," "inmate service," or "system."
 - 6.22.4 "ISP" means Inmate Service Providers and may be used interchangeably with the word "Vendor."
 - 6.22.5 "Smart and/or intelligent telephone" refers to telephone instruments utilizing microprocessors or more advanced technology to provide "store" information and upon remote instructions, to "forward" this information in order to rate calls, bill and collect for calls, as well as

provide call details including but not limited to the length, date, and time of each call.

- 6.22.6 “Fully functional” is defined as all hardware and software installed and working such that the inmates are able to make calls and the features and capabilities are working as specified in this RFP and agreed to by the winning ISP.
- 6.22.7 The term “cutover” shall mean the date that the entire ICS is available to the inmates and is fully functional as defined in 6.22.6.
- 6.22.8 The term “required features” means those features and/or services which have been identified as such in the RFP and must be provided as part of the basic network configuration.
 - 6.22.8.1 From the Vendor’s standpoint, these features and/or services may be available as standard or optional.
- 6.22.9 The term “option” or “optional” shall mean those features and/or services which will be considered as additional enhancements which may or may not be ultimately installed or implemented.
 - 6.22.9.1 When something is requested as an option, the request is not optional for the ISP.
 - 6.22.9.2 Willingness on the part of the ISP to provide and/or perform the requested option does not obligate MDOC or ITS to procure, install, or implement the option.
- 6.23 All software and hardware as proposed must be installed and fully functional per manufacturer specifications for the equipment ninety (90) days after the date a contract is signed by the Executive Director of ITS.
- 6.24 This agreement will be for 36 months with the option to renew for two additional twelve month periods at the same or lower call rate.
- 6.25 The winning ISP will have complete end-to-end responsibility to assure operational service, including any necessary interfaces with the regulated common carrier, etc. and the availability of the required central office facilities.
- 6.26 Campus Cabling
 - 6.26.1 All cable plant currently used for inmate calling service at the Parchman, Pearl, and 4 private prison locations is owned by AT&T.
 - 6.26.1.1 The awarded ISP must use only this existing AT&T cable plant at these locations.

- 6.26.1.2 All ISPs must arrange to lease this cable from AT&T and must provide within their response to this RFP proof that AT&T has agreed to this arrangement.
 - 6.26.1.3 If cable is required in addition to the existing AT&T cable plant, the awarded ISP will provide this cable at no cost to the State.
 - 6.26.2 MDOC owns the cable plant at the Leakesville location.
 - 6.26.2.1 The awarded ISP will be required to use this cable plant to support the ICS at this location.
- 6.27 If cable is required in addition to the existing cable plant, the awarded ISP will provide this cable at no cost to the State.

7. Functional Requirements

- 7.1 The ICS must allow all inmate telephones to be in use simultaneously, i.e., phones to outgoing facilities must be on a one-to-one basis. At the sole discretion of MDOC, liquidated damages may be assessed in the amount of \$500.00 per day, per facility, for failure to maintain this one-to-one ratio. The liquidated damages will continue until the one-to-one ratio is achieved.
 - 7.1.1 Vendor must certify monthly as to the quantity of phones and lines.
 - 7.1.2 Failure to provide this certification or if the report is found to be falsified, the Vendor may be assessed double the damages in the amount of \$1,000.00 per day, per facility, until the ratio is corrected or the certification is provided.
 - 7.1.3 MDOC will notify the awarded ISP when the population of a prison increases to warrant additional phones and associated lines. Vendor will have 17 business days from notification to install the additional lines and phones. At the sole discretion of MDOC, the Vendor may be assessed liquidated damages in the amount \$500.00 per day until the phones and lines are installed.
- 7.2 Vendor must state in this item the facility type being used to provide services, e.g., T1, Analog Central Office Trunk, ISDN T1. If the type of facility used is different at each location, Vendor must state the type used at each facility.
- 7.3 Dial tone must be presented immediately to all inmate telephones in an off-hook position.
- 7.4 Call Blocking
 - 7.4.1 Inmates must be blocked from calling certain selected telephone numbers, area codes or exchanges including but not limited to the following: local direct, credit card, third number, 1+, sent paid, all

0, 700, 800 (includes all toll free area codes), 900, 976, 950, 911, and 10XXX.

- 7.4.2 MDOC must be able to block any other numbers at MDOC's sole discretion. Describe how MDOC will block other numbers.

7.5 Personal Identification Number (PIN)

- 7.5.1 Each inmate should be assigned one unique personal identification number (PIN) to provide MDOC a means of controlling telephone numbers called.

- 7.5.2 The proposed system must allow each inmate to be assigned a minimum of ten (10) personal numbers that the inmate is allowed to call.

7.5.2.1 Vendor must state the number of telephone numbers that can be stored by PIN number for each inmate.

- 7.5.3 The proposed system must allow the prison administrators to assign a list of globally allowed numbers, such as attorney numbers, that will override any programmed restrictions.

7.5.3.1 The awarded ISP must obtain from the Mississippi Bar Association information regarding all attorneys in the state including telephone numbers. The list is to be updated every six months. The ISP will bear all cost associated with the information, including the updates.

- 7.5.4 The personal identification number must consist of seven (7) digits with the ability to increase to ten (10) digits.

- 7.5.5 The proposed system must be able to import and make available the same personal identification numbers now in use.

- 7.5.6 All new PINs must be randomly generated by the system without any duplication.

- 7.5.7 The system must be capable of associating the PIN with the MDOC inmate number and full name. PINs are not facility dependent.

- 7.5.8 The Vendor must indicate how PIN enrollment will occur for both updates and new entries into the system. The method must be one that is feasible and not labor intensive. The method selected will be one that can be implemented at no cost to the State throughout the life of the contract.

- 7.5.9 The ICS must allow MDOC to limit calls to a specific duration by PIN and by specific telephone numbers assigned to a PIN. (See item 7.8)

- 7.5.10 The ICS must allow MDOC administration to change the duration by PIN, telephone number, and/or site.
- 7.5.11 The ICS must allow there to be a system-wide call duration default with the duration to be determined by MDOC. This default may vary by PIN and/or facility.
- 7.5.12 The ICS must ensure that the automated operator function(s) use the inmate's prerecorded name (recorded either in the inmate's voice or, at MDOC's option, by an MDOC administrator) to announce the call to the called party. This must be done via the PIN assignment per inmate.
- 7.5.13 Vendor must list and describe in this item all other PIN features and functions of the proposed ICS.

7.6 Announcements and Call Branding

- 7.6.1 All collect calls placed from any of the correctional facilities on inmate telephones must be identified to the called party as follows:
- 7.6.2 "This is a collect call from inmate (insert inmate's prerecorded name as described in 7.5.12) from (the appropriate facility name)."
- 7.6.3 If a call is not accepted by the called party or if no one answers the call, the ICS must inform the inmate of the situation and not simply disconnect the call.
- 7.6.4 When the call is accepted, the system must state so that all parties hear that the call may be monitored and recorded. Language must be approved by MDOC.
- 7.6.5 The proposed service must allow a random message, customized by MDOC, to be played every five minutes of talk to remind the called party that the call is from an inmate.
- 7.6.6 The ICS must allow the called party's response via DTMF input (touchtone dial pad) indicating if they are willing to accept charges for the call.
- 7.6.7 Vendor must describe in this item how the system will accept input from rotary dial telephone users.
- 7.6.8 Should Vendor offer a prepaid option, language similar to that in 7.6.1, 7.6.3, and 7.6.4 must be included. Language must be approved by MDOC.

7.7 Call Detail Records

- 7.7.1 The proposed ICS must provide full call detail records for use in administrative and investigative purposes and for traffic management reports.
- 7.7.2 The ICS must buffer/store up to 36 months of completed call records that can be accessed at any time, including real time data.
- 7.7.3 The records must provide the following minimum information on all outgoing local and long distance calls:
 - 7.7.3.1 Time of day call originated
 - 7.7.3.2 Station number (or ID associated with phone) originating call
 - 7.7.3.3 Number dialed (up to 30 digits)
 - 7.7.3.4 Trunk number used to route call
 - 7.7.3.5 Time of day call terminated
 - 7.7.3.6 Duration of call in minutes and seconds
 - 7.7.3.7 PIN
- 7.7.4 All call detail records must be collected and stored real time as opposed to being stored in the individual telephones.
 - 7.7.4.1 The system must provide backup and the ability to retrieve call detail records real time.
- 7.7.5 Prison officials must have capability of displaying or printing real time call detail records based on the following criteria:
 - 7.7.5.1 PIN (personal identification number) of inmate placing the call
 - 7.7.5.2 Station and/or trunk used to place call
 - 7.7.5.3 Called number
 - 7.7.5.4 Specific date or range of dates
 - 7.7.5.5 Time of the call
 - 7.7.5.6 Disposition of the call, including incomplete calls
 - 7.7.5.7 All calls placed from a specific telephone or group of telephones
 - 7.7.5.8 Three-way calls

7.7.5.9 Termination types

7.7.5.10 Duration of call

7.7.5.11 Inmate's MDOC number or full name

7.7.6 All data becomes the property of MDOC.

7.8 Call Length Control

7.8.1 Total flexibility must be provided to MDOC for timing calls through the use of a mechanism for limiting the length of calls placed by inmates based on the day of the week, the type of call, the inmate's "privilege" level, or the MDOC facility.

7.8.2 The system must provide the MDOC system administrator the ability of assigning different privilege levels or levels of access to individual inmates and individual telephones.

7.8.3 The system must allow each call placed by an inmate to be assigned a maximum call duration and to be automatically disconnected at the end of the time limit.

7.9 Call Validation

7.9.1 When an inmate dials a telephone number and enters his/her PIN, the ICS will compare the number dialed with the list of allowed numbers for that particular PIN.

7.9.2 Calls that are not on the allowed telephone number list will not be completed except for attorney calls.

7.9.3 Allowed calls will be completed after the validation.

7.9.4 The system must be capable of downloading a list of specified numbers so that if a disallowed number is called from an inmate payphone the ICS will also call a cell phone or specific MDOC number, for example, so that the investigator comes into the call live to listen, disconnect, etc.

7.9.4.1 This "camp-on" must be done without a tone or other notification.

7.9.4.2 The system must be capable of multiple "camp-on" calls in the case that disallowed numbers are dialed simultaneously from different inmate payphones.

7.9.4.3 The system must provide a report which lists the disallowed number dialed, the time the call was placed, and the inmate PIN and name that placed the call.

- 7.9.5 System must not allow inmates to access live operators
- 7.9.6 If a live operator is inadvertently reached by an inmate, the call must be flagged as "Inmate—Collect Calls Only."
- 7.10 Controlled Access
 - 7.10.1 The proposed ICS must give MDOC the ability to control inmate access to telephone facilities by providing a means to program individual telephones and groups of telephones in or out of service at predetermined times, e.g., phones are inactive from 10:00 p.m. until 7:00 a.m.
 - 7.10.1.1 Describe how this control is accomplished.
 - 7.10.2 MDOC staff must be able to shut down the proposed ICS quickly and selectively.
 - 7.10.2.1 MDOC staff must be able to shutdown the ICS globally and restrict all PIN access.
 - 7.10.2.2 MDOC staff must be able to restrict PIN access within specific areas on an as needed basis.
 - 7.10.2.3 MDOC staff must be able to restrict or disconnect service to an individual inmate telephone or PIN on an as needed basis.
 - 7.10.2.4 MDOC staff must be able to remove all restrictions, including call duration, on an individual PIN on an as needed basis.
 - 7.10.2.5 Describe how this control is accomplished.
- 7.11 The proposed ICS must provide a "call setup time" of six (6) seconds or less from completion of dialing to first ring.
 - 7.11.1 Describe how the network will be accessed to complete calls dialed by inmates
 - 7.11.2 List the steps necessary in the proposed system/service to complete an Intra-LATA call to Jackson, Mississippi.
 - 7.11.3 List the steps necessary in the proposed system/service to complete an Inter-LATA call to Atlanta, Georgia.
- 7.12 The proposed ICS must not provide a second dial tone to an inmate telephone without the inmate hanging up the telephone receiver after the first call is completed.

- 7.13 The proposed ICS must allow for a maximum number of rings before an inmate call is automatically disconnected (see additional information in item 7.6.2 and 7.14). The number of rings must be programmable by MDOC.
- 7.14 The proposed system must provide notification to the caller of the call status such as ringing, busy, etc. This notification may be in the form of ringing, busy tones, reorder, or appropriate recorded messages.
 - 7.14.1 The ICS must not charge for calls that result in these status notifications as opposed to a completed call.
 - 7.14.2 Vendor may only charge for a completed call, e.g., someone at the called number accepts the call.
- 7.15 The proposed ICS must not allow the caller to speak to the called party until the call is accepted nor will the called party be allowed to hear the caller until the call is accepted.
- 7.16 The system must be able to recognize an answering machine and disconnect the call after notification to the caller of the call status (see 7.14).
- 7.17 The proposed ICS must have the capability of designating the length of the inmate call and automatically terminating the call at the expiration of that designated call length.
 - 7.17.1 This feature must be programmable and the call length variable.
 - 7.17.2 The time limit must be set for each inmate, a group of inmates, or for each facility.
 - 7.17.3 An announcement must be given to the caller one minute prior to the termination of the call.
 - 7.17.4 Describe how the proposed ICS will accomplish this.
- 7.18 Fraud Control
 - 7.18.1 Aid in preventing fraudulent use of the telephone network must be provided by:
 - 7.18.1.1 Interference with secondary dial patterns,
 - 7.18.1.2 Termination of calls if a second dial tone is detected,
 - 7.18.1.3 Prohibition of switch hook dialing,
 - 7.18.1.4 A ten second (non-billed) interval at the beginning of the call, and/or

- 7.18.1.5 Limitation on the number of times a telephone number may be redialed by the inmate within a specific period of time (parameters to be set by MDOC).
- 7.18.2 A three-way call detector must be provided with the proposed ICS. Describe the operation of the three-way call detector.
- 7.18.3 The Department of Corrections will bear no responsibility for the loss of revenue as a result of fraudulent use of the telephone service.
- 7.18.4 Fraudulent calls will be the sole responsibility of the awarded ISP.
- 7.19 Automated operator services for this proposal must provide a minimum of two (2) languages, English and Spanish. List all other languages available.
- 7.20 Service Area Requirements
 - 7.20.1 The successful ISP will complete calls into all domestic exchanges and be able to collect the appropriate revenue for terminating the call whether or not ISP currently has an automatic billing arrangement.
 - 7.20.2 The ISP will be responsible for negotiating all billing arrangements.
 - 7.20.3 With the inclusion of the proposed area, the ISP must be able to provide "0+" calling to all telephone companies located in the United States of America.
- 7.21 Traffic Management
 - 7.21.1 All information collected in the Call Detail Records must be available for management analysis in report format.
 - 7.21.2 List the type of reports the proposed system can provide per facility.
 - 7.21.3 Provide samples of management reports.
 - 7.21.4 ISP shall provide a system that can store up to 250,000 call records per month for 36 months.
 - 7.21.5 The system may be a hosted solution or an on-premise solution. If the proposed system will be a hosted solution, the system must conform to the State of Mississippi Enterprise Security Policy. See Section IV: Legal and Contractual Information, Item 32 for more information.
 - 7.21.6 For on-premise solutions, the system on-site processor will integrate with the ICS.

7.22 Management Reports

- 7.22.1 The system must have the ability to furnish management reports on demand.
- 7.22.2 Production of reports must not negatively affect collection or completion of calls.
- 7.22.3 The system must have the ability to provide four (4) levels of management reports, i.e., station (phone ID), cell block, summary by facility, and summary statewide.
- 7.22.4 The system must have the ability to provide the following minimum traffic reports by hour and day:
 - 7.22.4.1 Call history log
 - 7.22.4.2 Cumulative call progress statistics (the cumulative number by hour or by day of calls that reached a busy condition or no answer and the cumulative number of rejected and completed calls by hour or by day.
- 7.22.5 Selection of reports must be by time, date, duration, PIN, line, called number, or call status.

7.23 System Administration

- 7.23.1 The system software must include on-site ability to change, modify, add, or delete customer database information for Personal Identification Number (PIN) assignments, inmates' allowed telephone number lists, and blocked telephone numbers lists.
- 7.23.2 The system must provide the system administrator the ability to roll the computer mouse over an inmate's list of numbers and get information as to who owns the number.
- 7.23.3 The ISP must provide the hardware and software used in performing system administration and management functions.
- 7.23.4 System Administrator training must be provided as specified under Training, item 13.
- 7.23.5 The successful ISP will be responsible for initial system programming including input of telephone numbers allowed per PIN number.
- 7.23.6 The ICS must support simultaneous access to all features and functions by at least two (2) MDOC personnel at each location (i.e., a system manager and an investigator).

- 7.23.7 Management of all Inmate Calling Systems must be networked with centralized system administration of all facilities located in the Jackson, Mississippi offices as well as in the respective facilities.
- 7.23.8 The proposed ICS must provide password protection that will limit access to the administrative and management capabilities of the system.
- 7.23.9 The ISP must in this item describe the system administrative functions of the proposed ICS.
- 7.24 Call Supervision
 - 7.24.1 The proposed ICS must provide, as an optional feature to MDOC, live monitoring capability via a line indicator at a central location.
 - 7.24.2 Inmates should not be able to detect an audible indicator that would warn the inmate that the line is being monitored.
 - 7.24.3 Specifically state what equipment ISP will use to accomplish the monitoring requirement.
- 7.25 Managed Access
 - 7.25.1 MDOC is seeking a managed access or cell phone management module.
 - 7.25.2 The managed access solution must provide the following, but not limited to functionality:
 - 7.25.2.1 Must provide ability to control all cellular communication within the defined area
 - 7.25.2.2 Must provide the ability to identify allowable and non-allowable cell phones
 - 7.25.2.3 Must support 2G, 3G, and 4G/LTE devices
 - 7.25.2.4 Must indicate the plan to keep current with future communication standards
 - 7.25.2.5 Must provide the ability to redirect cell phone communications through the ICS for investigative purposes
 - 7.25.2.6 Must comply with all State and Federal communication guidelines
 - 7.25.2.7 Must not disrupt 911 Call Center services

- 7.25.3 The Vendor must discuss and explain in detail how the system prevents unauthorized cell phone use and include the type and amount of hardware that would be installed.

8. Technical Requirements

- 8.1 The proposed system must be equipped with an automatic restart function that will engage after a power failure. Vendor must indicate how long it takes for the proposed system to reset after a system power failure.
- 8.2 Critical Component Redundancy
 - 8.2.1 Back-up is critical. All data must be mirrored. Vendor must describe how the proposed solution will accomplish this.
 - 8.2.2 The proposed system must be engineered to ensure that only a minimum amount (5% or less) of lines and/or trunks will be out of service due to peripheral component failure. Explain how this will be accomplished.
 - 8.2.3 Redundant call detail records collection must also be provided. Explain how this redundancy will be accomplished.
- 8.3 Equipment Room
 - 8.3.1 The ISP is responsible for reviewing the proposed equipment room and terminal location where the equipment is to be installed.
 - 8.3.2 Site visits will be provided at the dates and times outlined in the procurement project schedule.
 - 8.3.3 Vendor must submit with the proposal an equipment room layout including all equipment to be installed during the project.
 - 8.3.4 Vendor must identify any equipment room modifications for which MDOC will be responsible, such as power requirements, new entrance pathways, lighting requirements, electrical grounding requirements, and other components that may be required.
 - 8.3.5 Failure to list the required modifications or equipment will result in the ISP providing the additional equipment or modifications at its own expense.
- 8.4 Inmate Telephones
 - 8.4.1 The ISP must provide and maintain a minimum of one (1) telephone per twenty (20) inmates at all facilities, excluding maximum security lockdown. At the sole discretion of MDOC, liquidated damages may be assessed in the amount of \$500.00 per day, per facility, for

failure to maintain this ratio. The liquidated damages will continue until the ISP remedies the ratio.

- 8.4.2 All inmate telephones must be:
 - 8.4.2.1 Wall mounted.
 - 8.4.2.2 Stainless steel or equivalent.
 - 8.4.2.3 Tamper-resistant (anti-vandal and anti-drill).
 - 8.4.2.4 Of durable construction.
 - 8.4.2.5 Flame retardant and must not give off toxic gases when subjected to fire.
 - 8.4.2.6 DTMF compatible.
 - 8.4.2.7 Labeled on the body of the telephone with a message stating that the telephone is collect only, may be monitored and conversations may be recorded.
 - 8.4.2.8 FCC and UL approved with certification number.
 - 8.4.2.9 Compatible with TDD devices and meet all ADA requirements. All facilities must be supplied with a TDD device for use as needed.
 - 8.4.2.10 Equipped with hearing aid compatible handsets.
 - 8.4.2.11 Equipped with cords from the receiver to the body of the telephone that is approximately three (3) feet and armored. The ISP must provide different cord lengths at MDOC's request.
- 8.4.3 Portable inmate telephone sets must be provided for use in the lock-down units.
 - 8.4.3.1 Parchman State Penitentiary—Qty. 52
 - 8.4.3.2 Central Mississippi Correctional Facility—Qty. 6
 - 8.4.3.3 South Mississippi Correctional Institution—Qty. 10
- 8.4.4 Vendors must provide FCC registration information to the State.
- 8.4.5 In the event of a database or central processor failure, all inmate telephones must retain all capabilities, restrictions, validations, and system integrity.

8.5 Digital Recording System

- 8.5.1 The ICS must include the capability to simultaneously record all telephone circuits while providing audio outputs for listening to selected circuits both on site and at headquarters in Jackson, Mississippi.
- 8.5.2 The ICS must provide appropriate outputs for all inmate telephones that will be compatible with the ISP supplied recording system.
- 8.5.3 Recording and inmate PIN information must be stored and backed-up. Data must be available from a disaster recovery or mirrored site in case of system failure in the primary site. All recorded conversations and other mission-critical data must be maintained for thirty-six months with full and immediate access to records. Vendor must describe how this will be accomplished in the proposed solution.
- 8.5.4 Recordings to a removable media must be possible. One-touch downloading is preferred. Such recordings must be playable with any media player. Vendor must describe how this will be accomplished in the proposed solution.
- 8.5.5 The archive media must provide for write protection such that data will not be accidentally overwritten. **No deletion of records can be allowed.**
- 8.5.6 A "library" function is required in the system that will catalog and index every call transmission allowing for fast retrieval. Key fields used for retrieval must include the inmate PIN, the date and time the call was made, the number dialed (and the termination number if different from the dialed number), and the inmate's MDOC number and full name.
- 8.5.7 The ICS must provide remote recording audio review to be used by authorized MDOC staff to access the ICS and recorded information database from remote locations such as the central offices in Jackson, Mississippi or computers/laptops assigned to MDOC staff such as investigators.
 - 8.5.7.1 This ability must include significant, proven password protection to minimize unauthorized access to or tampering with the recording system.
 - 8.5.7.2 Vendor must explain in this item how remote recording audio review is accomplished.
- 8.5.8 All call recordings (and call records) are considered evidence and become the exclusive property of the Mississippi Department of Corrections. The system must provide evidence quality recordings.

Vendor must describe how the proposed system meets this requirement.

- 8.5.9 The recording system must prevent the recording and monitoring of specifically identified categories of calls such as calls placed to legal counsel. This exclusion must be accomplished by special routing of these calls or through system programming, etc. State in this item how the exclusion occurs.
- 8.5.10 Monitoring of inmate calls must not be detectable by the calling or called parties and must not reduce the line volume. All calls and phones will be labeled indicating that calls may be recorded as stated in item 8.4.2.7.
- 8.5.11 The ICS must provide a PC workstation interface to access one or many digital recording modules capable of recording thousands of channels simultaneously. (See also 8.5.7)
- 8.5.12 Playback from any drive or other recording media must not interrupt the recording process.
- 8.5.13 Simultaneous record and playback must be possible. Explain in this item how this is accomplished with the proposed ICS.
- 8.5.14 The ICS must be capable of Voice Operated Exchange (VOX) or continuous recording on a line by line or channel by channel basis.
- 8.5.15 The proposed battery backup (UPS) must include the Digital Recording System (DRS) and provide an automatic restart capability to return the system to its previous operating state (e.g., recording) when power returns.
- 8.5.16 The proposed DRS must provide an indication as to the recording space left on any and all media. Explain the indication in this item.
- 8.5.17 The Digital Recording System must provide for an append function enabling MDOC to reposition to the end of a previous recording.
- 8.5.18 The DRS must provide the ability to establish schedules to initiate and suspend recording on channel/line groups at specific times on specific days of the week.
 - 8.5.18.1 This feature must allow for exceptions for certain days such as holidays and weekends so that schedules can be overridden.
- 8.5.19 The DRS must provide the capability to initiate functions globally, such as format, ready, record, stop record, or eject, on multiple media devices on the network simultaneously. In this item describe how this capability is accomplished.

- 8.5.20 The Digital Recording System must automatically make time and date or daylight savings time adjustments while continuing to record.
- 8.6 The system must be equipped for remote entry via the dial-up network, with password validation, to perform such functions as traffic management, system administration, maintenance diagnostics, real time monitoring of calls and call records, or any other functions of the ICS.
- 8.7 Surge Protectors and Uninterrupted Power Supply (UPS)

The ICS shall be equipped with and utilize surge protection and uninterrupted power supply (UPS) on the AC power for the ICS and all ancillary equipment, such as the digital voice recorder. UPS and battery backup are used synonymously in this RFP.

 - 8.7.1 The UPS must prevent potential problems in the ICS caused by power surges and spikes.
 - 8.7.2 The UPS must also ensure that there is no interruption of service due to loss of commercial power. A minimum of four (4) hours backup at full load is required.
 - 8.7.3 Vendor must describe the proposed UPS system and how it operates with proposed ICS during a power outage and during power surges and spikes.
 - 8.7.4 Vendor must provide a backup plan in the event that the system fails. This plan must include a guarantee that inmate calling will continue to be restricted to collect calls only, with all restrictions continuing in place.
- 8.8 Upgrades
 - 8.8.1 Any hardware or software upgrades made by the manufacturer to the ICS after installation must be provided to MDOC within six (6) months of release at no charge to the State.
 - 8.8.2 All proposed systems must be capable of being expanded and upgraded.
- 8.9 Software Database
 - 8.9.1 The selected ISP will be responsible for populating the databases for the ICS.
 - 8.9.2 The Department of Corrections will assign initial PIN numbers and allowed telephone numbers lists from inmates for entry into the inmate software database.

- 8.9.3 Vendor will be responsible for duplication of the existing information as well as the data entry and programming for the initial inmate database. Vendor must describe the data conversion process for importing existing inmate data into the proposed system.
- 8.9.4 The MDOC system administrator will maintain the inmate database once it has been created.
- 8.9.5 Final station design and software database must be submitted by successful ISP and approved by **ITS** and MDOC prior to cutover.
- 8.9.6 Prior to cutover, the selected ISP will test the software database as well as all network facilities, switching system, and station hardware to ensure all system features and services are operational based on final approved design. MDOC reserves the right to test the system prior to cutover.
- 8.9.7 ISP test results will be provided to MDOC prior to system cutover.

9. **Billing Requirements**

9.1 Billing and ICS Management Data

- 9.1.1 The proposed system must provide billing information management in a dynamic format.
- 9.1.2 The proposed system must allow MDOC to find specific information and create customized reports by using a query method to retrieve the data.
- 9.1.3 The procedure will be uncomplicated and easy to use. Describe the steps necessary to query the data.
- 9.1.4 Information required by MDOC includes, but is not limited to, the following:
 - 9.1.4.1 Date and time of calls
 - 9.1.4.2 Telephone numbers
 - 9.1.4.3 Number of messages
 - 9.1.4.4 Number of minutes
 - 9.1.4.5 Usage revenue
 - 9.1.4.6 Totals on messages, minutes, and revenues
- 9.1.5 The information must be available by PIN, by cellblock, and by facility.

- 9.1.6 List other parameters by which this information may be sorted.
- 9.1.7 The above billing information will include all information necessary for auditing in accordance with the rate structure.
- 9.1.8 A report should be forwarded electronically to MDOC by the tenth of each month with the information specified by MDOC personnel. If vendor cannot contractually commit to the tenth of the month, vendor must state the date to which the vendor is willing to commit.
- 9.1.9 At the sole discretion of MDOC, liquidated damages may be assessed in the amount of \$500.00 per day for failure to deliver the report by the tenth of each month, or by the mutually agreed upon date. Liquidated damages will continue until the report is delivered.
- 9.2 MDOC will not assume responsibility for incomplete calls, nor should they be billed. Only completed telephone calls are to be billed from the time that the end user accepts the call and conversation begins.
- 9.3 Billing Cycle
 - 9.3.1 The billing cycle for this proposal will be a maximum of thirty (30) days from date of first bill.
 - 9.3.2 The billing date should be from the first to the last day of the month.
- 10. **Rates**
 - 10.1 Non-billable/Uncollectible Calls
 - 10.1.1 The state of Mississippi will not be responsible for non-billable or uncollectible telephone calls.
 - 10.1.2 The awarded ISP will bear sole responsibility for collection on all calls.
 - 10.2 Inmate Call Rates
 - 10.2.1 All calls must be billed in accordance with FCC regulations.
 - 10.2.2 Per minute charges may not include mileage and/or time of day and/or day of week variations.
 - 10.2.3 The State of Mississippi does not guarantee any call volume; the following table represents the average number of calls made per month and the average number of minutes accrued from these calls per month.

Call and Minutes of Use for January - May, 2016										
	2016									
	January		February		March		April		May	
Call Type	Calls	MOUs	Calls	MOUs	Calls	MOUs	Calls	MOUs	Calls	MOUs
Advance Pay Canada										
Advance Pay Interstate Interlata	14,588	143,569	16,322	168,099	19,840	205,948	24,607	273,028	23,770	263,483
Advance Pay Interstate Intralata	3	58					3	16	4	21
Advance Pay Intrastate Interlata	4,654	55,198	5,742	72,868	7,556	94,878	16,405	196,638	16,134	179,928
Advance Pay Intrastate Intralata	21,091	261,479	25,236	318,565	33,611	424,106	64,904	781,429	66,285	752,934
Advance Pay Local	5,708	90,289	5,590	88,370	6,940	101,967	9,695	123,533	10,405	125,675
Advance Pay One Call Interstate Interlata					166	2,155	750	9,449	606	7,634
Advance Pay One Call Intrastate Interlata					159	2,208	766	10,779	676	8,777
Advance Pay One Call Intrastate Intralata					539	7,037	2,139	28,052	2,012	25,065
Advance Pay One Call Local					83	1,159	235	2,794	231	2,615
Advance Pay US Territories	6	41	8	85	11	92	16	173	14	106
Collect Interstate Interlata	262	3,317	315	4,066	323	4,029	298	3,713	295	3,645
Collect Interstate Intralata										
Collect Intrastate Interlata	164	1,505	145	1,615	123	1,352	202	2,362	162	1,910
Collect Intrastate Intralata	1,381	15,610	1,434	15,919	1,282	15,025	1,837	21,494	1,920	21,563
Collect Local	89	1,110	137	1,746	138	1,386	107	1,004	142	1,358
Grand Total	47,946	572,176	54,929	671,333	70,771	861,342	121,964	1,454,464	122,656	1,394,714

- 10.3 Vendors must complete the cost matrix in Section VIII, Cost Information Submission, with the total charges for inmate calls that will be charged to the parties accepting the collect calls from inmates.
- 10.3.1 The awarded ISP is required, upon request, to report its gross revenue for any specified time period without charge to MDOC. At the sole discretion of MDOC, liquidated damages may be assessed in the amount of \$500.00 per day for failure to provide the requested report within five (5) days. Liquidated damages will continue until the report is produced.
- 10.3.2 The awarded ISP must provide a monthly report to MDOC of minutes used and revenue generated per telephone. Should this report not be delivered, at the sole discretion of MDOC, the ISP may be assessed liquidated damages in the amount of \$500.00 per day until the report is provided.
- 10.3.2.1 Gross revenue is defined as all monies charged, including all surcharges, for all calls made by inmates.

11. Maintenance and Support Requirements

- 11.1 Maintenance Diagnostics
- 11.1.1 The system software must be designed to interrogate the system to perform self-test diagnostics.
- 11.1.2 A complete system test should be done automatically at least once every twenty-four (24) hours.
- 11.1.3 Detected errors must be stored in memory for at least forty-eight (48) hours and transferred to a digital storage medium that will save the information for inclusion in a printed report by designated MDOC personnel.
- 11.1.4 System software must be designed to enable the rapid detection of faults in both hardware and software.
- 11.1.5 Submit clear, concise information describing the operation of the diagnostic system.
- 11.2 Service/Maintenance
- 11.2.1 These service/maintenance requirements apply to the Digital Recording System as well as the ICS.

- 11.2.2 The successful ISP will be solely responsible for providing all service and maintenance.
- 11.2.3 The successful ISP will provide at no cost to the State a dedicated, on-site administrator/technician at the three state prison and Central Office. Support services will be provided to the four (4) private facilities and 17 satellite facilities within a 4 hour response time. The normal working hours will be Monday through Friday from 8:00 a.m. to 5:00 p.m.
- 11.2.4 The ISP is responsible for all trouble-shooting with no assistance from MDOC personnel.
- 11.2.5 The ISP must agree to provide MDOC with toll-free access to the ISP for trouble reporting.
- 11.2.6 The successful ISP will be responsible for the replacement of all damaged or defective equipment at no cost to MDOC.
- 11.2.7 The system must be designed to constantly monitor itself and to immediately notify a repair center if a fault or failure is detected.
- 11.2.8 Response time for emergency services requests will be within four (4) hours after the initial system failure, twenty-four (24) hours per day and seven (7) days per week. An emergency is defined as any problem or equipment failure that interferes with any facilities function or results in:
 - 11.2.8.1 Twenty percent (20%) or more of the outgoing lines or trunks inoperative or,
 - 11.2.8.2 Twenty percent (20%) or more of the stations (phones) inoperative or,
 - 11.2.8.3 Any inmate calls not being recorded as needed or as programmed due to a failure of the Digital Recording System.
 - 11.2.8.4 Inoperative is defined as the inability to originate or record calls.
- 11.2.9 Response is defined as a qualified technician on-site unless the problem can be cleared remotely.
- 11.2.10 Response time for routine service requests (non-emergency) will not be later than the next business day after receipt of initial call from MDOC.

- 11.2.11 Provide a copy of your service escalation procedure complete with names and telephone numbers of persons to be notified. Support up to and including manufacturer support should be included.
- 11.2.12 Describe service procedures from the point of discovery and reporting the problem until the problem has been cleared up.
- 11.2.13 Should the awarded Vendor fail to meet the requirements of these items regarding maintenance and support, at the sole discretion of MDOC, the Vendor may be assessed liquidated damages in the amount of \$500.00 per hour, with a one hour minimum, for every hour the requirements are not met.

12. Installation, Cutover, Test, and Acceptance

- 12.1 The ISP will be responsible for the complete engineering and installation of the ICS, including all station and other miscellaneous hardware as called for in these specifications.
- 12.2 Installation costs including all necessary materials and cable are to be the responsibility of the ISP.
- 12.3 The ISP will conduct a systematic cutover and equipment change-out of the hardware and software without any significant disruption of services from the old system to the new.
- 12.4 The awarded ISP will install the system utilizing generally accepted telephone industry installation practices.
- 12.5 All cable and wires will be designed with suitable cross sections to provide safe, current-carrying capacity and intrinsic strength for the purpose for which it will be used.
- 12.6 All cables, wires, and equipment will be firmly held in place. Fastenings and supports shall be adequate to support their loads with ample safety factors.
- 12.7 All mounting units, such as racks, terminal cabinets, distribution closets, and backboards, will be equipped with terminal connections to which all entering cables shall be wired. Terminal connections will be placed as near as possible, consistent with accessibility, to a point where cables would normally enter.
- 12.8 Any splices in the system wiring must meet reasonable standards of strength and continuity.
- 12.9 The selected ISP will comply with all city, county, state, and federal codes, rules, NEC and REA codes, regulations, and/or agencies, regarding the installation of the system including furnishing the necessary labor and materials to meet the above codes. Selected ISP will furnish all licenses and permits, etc. required for the installation of the system.

- 12.10 The successful ISP will provide MDOC with a complete record of the cable counts and station numbers.
- 12.11 The awarded ISP will provide all labor to:
 - 12.11.1 Install all equipment as defined in RFP 3897 and
 - 12.11.2 Engineer, prepare software database, test and cutover the system as specified in RFP 3897.
- 12.12 Inside Wiring
 - 12.12.1 The ISP will be responsible for providing all cabling required for proper system functioning.
 - 12.12.2 Conduit will be provided by MDOC in any newly constructed buildings; however, if conduit is required in existing buildings, the awarded ISP must provide the conduit at no cost to the State.
 - 12.12.3 All new inside wire provided from distribution closets to stations will be, at a minimum, category 5E, 4 pair, 24 AWG inside-type wire.
 - 12.12.4 All jacks will be RJ11 equivalent.
 - 12.12.5 Station cabling must include provisions for supplementary power.
 - 12.12.6 The awarded ISP will be responsible for providing all inside wiring for the ICS for new buildings added to each facility and any major changes in housing units such as changing to a lockdown unit.
- 12.13 State Vendor's policy in terms of availability of equipment and labor to expeditiously replace the ICS should it be destroyed by a natural disaster.
- 12.14 The successful ISP will be responsible for replacing, restoring, or bringing to at least original condition any damage to floors, ceilings, walls, furniture, grounds, pavements, sidewalks, etc., caused by ISP's personnel and operations, subject to final approval of MDOC. The repairing will be done only by technicians skilled in the various trades involved, using materials and workmanship to match those of the original construction in type and quality.
- 12.15 The ISP will act as the agent of record to the local telephone company on behalf of MDOC for inmate telephone service for each site. This statement in no way conveys that the ISP will act as the agent of record regarding any services other than for the inmate telephone service.
- 12.16 Acceptance Testing

The purpose and net result of the acceptance test is to determine that the system proposed and installed meets the technical and functional requirements outlined in these specifications. A system considered

“acceptance test ready” is defined as a system that has completed a full system test with no known outstanding material defects.

- 12.16.1 Vendor must conduct an operational system test of the proposed system and certify, in writing, that the system is ready for acceptance testing and will perform in accordance with the requirements stated in this document. The Vendor must ensure that the system, in general, and each module of the system, in particular, operates according to specifications before turning the system over to MDOC. MDOC personnel will not debug modifications for the Vendor.
- 12.16.2 MDOC will have ten (10) business days to test all aspects of the system to ensure it is functioning as specified. If any aspect of the system fails to function as specified, the Vendor will be given five (5) business days to correct the malfunction. MDOC will have another ten (10) business days to accept the system.
- 12.16.3 If the ISP fails to correct defects after a second five (5) day period, MDOC reserves the right to replace the system.
- 12.16.4 Acceptance testing shall not in any way relieve the Vendor of its responsibilities to correct any defect during the life of the contract.
- 12.16.5 Prior to final acceptance by MDOC, the ISP must have satisfactorily completed the training program for system administrators and inmates as specified in Item 13, Training.

13. Training

13.1 System Administrator Training

- 13.1.1 Thorough, live, hands-on instruction for all system administrators must be provided with emphasis on all features and system design five (5) days prior to cutover.
- 13.1.2 At MDOC's request, a visit to an installed/working system will be arranged by the successful ISP, at the ISP's expense, for all system administrators as part the training.
- 13.1.3 The Vendor will provide training to three (3) employees at each facility designated by MDOC on the management of day-to-day operations of the system.
- 13.1.4 Training will include software programming for adding, deleting, or changing PINs and inmates' allowed call telephone number lists, blocking numbers from being called by inmates, proper record keeping, and trouble reporting procedures.

- 13.1.5 All costs for this training will be absorbed by the ISP. All training will be conducted on the premises of each facility.

13.2 Instruction for Use of Service

- 13.2.1 The ISP will provide printed instructions on how to use "0+" calling.
- 13.2.2 The successful ISP will be responsible for the expense and placement of all instructions relating to the provision of long distance service required by the Federal Communications Commission and/or the Mississippi Public Service Commission if they are not placed by the local exchange carrier.

13.3 Training Inmates & Systems Administration

- 13.3.1 The selected ISP must conduct inmate training on how to place collect calls with training occurring two (2) weeks prior to cutover.
- 13.3.2 The ISP will conduct systems administrator training on the operation of the features, management, and utilization of the system, including the Digital Recording System. Training will begin two (2) weeks prior to cutover and will be conducted on the premises of each facility.
- 13.3.3 Instructions for placing a collect call must be printed on each inmate telephone.
- 13.3.4 All inmates must be provided a live, hands-on demonstration of the steps necessary to place a collect call. A portable, live inmate telephone must be provided for these training sessions.
- 13.3.5 For one (1) year following installation of the ICS, training will be provided at no cost on an as-needed basis for both inmates and systems administrators with two (2) weeks minimum notice provided to the ISP when requesting training.
- 13.3.6 In the case of a system upgrade that involves procedural changes in placing long distance collect calls and/or administration of the system, the ISP will provide on-site training for inmates and systems administrators at the affected facility.

13.4 Post-Cutover Training

- 13.4.1 During the first five (5) days after cutover, the selected ISP must have available at least one (1) training person on-site for retraining and consultation of inmates and systems administrators.
- 13.4.2 For a minimum of forty-eight (48) hours post-cutover, the ISP will provide a training person dedicated to assisting the systems administrators at each site.

- 13.4.3 The ISP must have an employee dedicated to providing the necessary training on the proposed equipment. This employee must not be service technician installing the system and must have experience in conducting training classes.

14. **Project Plan**

- 14.1 Vendors will include in the response, clearly tabbed, a project plan for each site listed in 3.1.
- 14.2 Vendors will use calendar days with the effective date of the contract being day one. All system components must be completely installed and fully functional at all facilities, with acceptance testing completed, no later than 120 days after the contract effective date.
- 14.3 Information provided in the project plan will include, but not be limited to:
 - 14.3.1 Begin database information gathering
 - 14.3.2 Completion of final design and database
 - 14.3.3 Delivery of system
 - 14.3.4 Installation of all components, including DRS
 - 14.3.5 Completion of all system tests
 - 14.3.6 Begin training
 - 14.3.7 Complete training
 - 14.3.8 Cutover of system

15. **Vendor Profile/References**

- 15.1 The Vendor Profile is a result of **ITS** and client concerns that Vendors have the ability to provide the products and services proposed under this RFP. This Vendor Profile solicits specific information about the Vendors that will be used to determine the Vendor's ability to provide the requested payment processing services.
- 15.2 Vendor should answer these questions in relation to how Vendor can serve the Mississippi Department of Corrections as described in this RFP. The State is not interested in volumes of annual reports or marketing brochures that generalize Vendor national services. We want to know, in detail, how Vendor proposes to service MDOC (and, thus, the State).
- 15.3 **ITS** is aware that while many of our smaller business Vendors do not have the financial assets and resources of larger Vendors, they are financially stable, with good credit history and ratings. Please remember these are open-ended

questions with the intent to provide ITS and our customer with the type of information needed to make secure business choices. Focus on the services Vendor provides.

15.4 Directions: All Vendors must respond to all of the following questions. Please be to-the-point and answer all questions.

15.5 History

15.5.1 Please provide background details on the company including year started, business structure, ownership information, and changes in control, mergers, restructuring, and acquisitions in the past five (5) years.

15.5.2 How many years has Vendor's company been in business? How many in the Inmate Calling Service business?

15.5.3 If applicable, Vendors must indicate their participation in other **ITS** contracts, such as Express Product Lists (EPL) or General RFPs. Please list the contracts and length of time in which you have participated. Example – ABC Company has participated in the Micro EPL for 3 years.

15.6 Financial Information

15.6.1 Provide information substantiating that the Vendor has the financial viability to provide the products/services proposed. Information provided in response to this question will be deemed confidential as provided through ITS Public Records policy and procedures, available at <http://www.its.ms.gov/policies/Pages/default.aspx>. If submitting data as part of a parent company, differentiate the parent company data from data from the responding Vendor's finances. If relying on the financial data of a parent company, supply documentation from the parent company guaranteeing the responding Vendor's performance under this RFP.

15.6.2 If the proposing Vendor is under federal bankruptcy proceedings, please describe.

15.6.3 Supply a copy of Vendor's most recent financial statement or annual report. Vendor must include the most recent audited financial statement including footnotes. (Required)

15.6.4 Vendor may additionally supply some or all of the following as supporting documentation. (Optional)

15.6.4.1 Dunn and Bradstreet rating with copy of D & B report. Note ITS will not pay D & B for these reports.

15.6.4.2 Business profile or annual report.

- 15.6.4.3 Evidence of any other guarantors. Submit supporting documentation
 - 15.6.4.4 Company's credit level with its major supplier. Submit supporting documentation such as a letter from supplier.
 - 15.6.4.5 Other documentation.
- 15.7 Vendor must provide the state of incorporation of the company and a name, title, address, email address, and telephone number for the "Notice" article of the contract.
- 15.8 References are to be provided in section IX, References. Follow all instructions in that section regarding references. Vendors must have agreement from the contact that the evaluation may speak with said reference.
- 16. **Onsite Demonstrations**
 - 16.1 At the discretion of the State, evaluators may request onsite presentations, demonstrations or discussions with any and all Vendors for the purpose of system overview and/or clarification or amplification of information presented in any part of the proposal. Vendors will be responsible for any charges associated with the onsite demonstrations.
 - 16.2 If requested, Vendors must be prepared to make onsite demonstrations of system functionality and/or proposal clarifications to the evaluation team and its affiliates within seven calendar days of notification. Each presentation must be made by the project manager being proposed by the Vendor to oversee implementation of this project.
 - 16.3 Proposed key team members must be present at the onsite demonstration. The evaluation team reserves the right to interview the proposed key team members during this onsite visit.
 - 16.4 Although onsite demonstrations may be requested, they will not be allowed in lieu of a written proposal. Vendors are cautioned that the evaluators are not required to request clarification; therefore all proposals should be complete and concise and reflect the most favorable terms available from the Vendor.
- 17. **Other Requirements**
 - 17.1 MDOC Regulations

It is the winning Vendor's responsibility to ensure that all vendor employees are familiar with these regulations.

 - 17.1.1 Prior to the start of installation, the Vendor must submit a Vendor Release of Information form for each employee who will be performing work at any MDOC facility. Vendor personnel who at

any time have ever been sentenced to any facility of the Mississippi Department of Corrections must be given prior approval before the ex-offender may enter any MDOC facility.

- 17.1.2 Any Vendor employee that has any relative, either blood or by marriage within the second degree of kinship, that is (or may become during the project) an inmate at the facility where the work is to be performed must notify the Superintendent of the facility in writing prior to starting work, or immediately upon learning of same.
- 17.1.3 Vendor shall make all its employees involved in the project aware that possession of guns, weapons, illegal drugs, alcoholic beverages and/or other items of contraband on property owned or leased by MDOC is a felony. Violators will be prosecuted. Additional contraband includes PDAs, cell phones, and cameras.
- 17.1.4 Vendor employees shall not bring anything to any inmate.
- 17.1.5 Vendor employees shall not carry anything out for any inmate.
- 17.1.6 Vendor shall caution all employees involved in the project against becoming familiar with inmates and/or the inmates' families.
- 17.1.7 MDOC and the state of Mississippi reserve the right to ban any vendor employee from entering the property of the MDOC who fails to comply with any of these regulations.
- 17.2 Successful ISP will be responsible for all costs associated with compliance with the Americans with Disabilities Act (ADA) as it relates to access to public telephones.
- 17.3 The ICS meets a need for the inmates. The provision of ICS is considered to be critical. Throughout the RFP we have indicated areas where the Vendor's failure to provide specific items may result in Vendor being assessed liquidated damages. In addition to those specific items, if the awarded Vendor at any time fails to meet the terms and conditions of the resulting contract, at the sole discretion of MDOC, the Vendor may be assessed liquidated damages in the amount of \$1,500.00 per day until such time as the failure is deemed corrected by MDOC.
- 17.4 Inspection Audit and Maintenance of Reports
 - 17.4.1 Representatives of **ITS**, MDOC, the Attorney General of the state of Mississippi, the Office of the State Auditor of the State of Mississippi, or their authorized representative shall have access for the purpose of examination to any books, documents, papers, and records of the ISP as they may relate to this contract.

- 17.4.2 The ISP shall maintain books, records, and documents in accordance with accounting procedures and practices that sufficiently and properly reflect all gross revenues generated.
- 17.4.3 ITS may cancel any resulting contract for refusal by the ISP to allow public access to all documents, papers, letters, or other material originated or received by the ISP in conjunction with this contract subject to the provisions of the Laws and Statutes of Mississippi.

17.5 Contract Transition

In the event services end by either contract expiration or termination, it shall be incumbent upon the Vendor to continue services, if requested by the Executive Director of **ITS** and the Commissioner of MDOC, until new services can be completely implemented and operational. The Vendor acknowledges his responsibility to cooperate fully with the replacement Vendor and the State to ensure a smooth and timely transition. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof.

17.6 Technical Literature and Reference Information

- 17.6.1 Vendors may submit relevant technical data or brochures from the various manufacturers as it relates to this RFP. Inclusion of feature reference and users guides is encouraged.
- 17.6.2 All such literature must be tabbed separately from the Vendor's response.
- 17.6.3 The State will consider this information to be for reference only.
- 17.6.4 Vendor must not circumvent responding to other items in RFP 3897 by referring to this reference information. Doing so may result in Vendor's submission being deemed as non-responsive.

18. **Additional Requirements**

- 18.1 **ITS** acknowledges that the specifications within this RFP are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors must specify, here, what additional components may be needed and are proposed in order to complete each configuration.

19. **Scoring Methodology**

- 19.1 An Evaluation Team composed of MDOC and **ITS** staff will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals.

- 19.1.1 Each category included in the scoring mechanism is assigned a weight between one and 100.
- 19.1.2 The sum of all categories, other than Value-Add, equals 100 possible points.
- 19.1.3 Value-Add is defined as product(s) or service(s), exclusive of the stated functional and technical requirements and provided to the State at no additional charge, which, in the sole judgment of the State, provide both benefit and value to the State significant enough to distinguish the proposal and merit the award of additional points. A Value-Add rating between 0 and 5 may be assigned based on the assessment of the evaluation team. These points will be added to the total score.
- 19.1.4 For the evaluation of this RFP, the Evaluation Team will use the following categories and possible points:

Category	Possible Points
Categories:	
Technical/Functional Specifications, Managed Access	30
Billing Requirements, Training, Maintenance and Support	5
Installation, Cutover, Test, and Acceptance	5
Vendor Profile/References	10
Rates	50
Total Base Points	100
Value Add	5
Maximum Possible Points	105

19.2 The evaluation will be conducted in four stages as follows:

- 19.2.1 Stage 1 – Selection of Responsive/Valid Proposals – Each proposal will be reviewed to determine if it is sufficiently responsive to the RFP requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this RFP with regard to content, organization/format, Vendor experience, number of copies, bond requirement, timely delivery, and must be responsive to all mandatory requirements. No evaluation points will be awarded in this stage. Failure to submit a complete proposal may result in rejection of the proposal.
- 19.2.2 Stage 2 – Non-cost Evaluation (all requirements excluding cost)

19.2.2.1 Non-cost categories and possible point values are as follows:

Categories	Possible Points
Technical/Functional Specifications, Managed Access	30
Billing Requirements, Training, Maintenance and Support	5
Installation, Cutover, Test, and Acceptance	5
Vendor Profile/References	10
Maximum Possible Points	50

19.2.2.2 Proposals meeting fewer than 70% of the requirements in the non-cost categories may be eliminated from further consideration.

19.2.2.3 ITS scores the categories on a 10-point scale, with 9 points for meeting the requirement. The 'Meets Specs' score for each category is 90% of the total points allocated for that category. For example, the 'Vendor Profile/References' category was allocated 10 points; a proposal that fully met all requirements in that section would have scored 9 points. The additional 10% is used for a proposal that exceeds the requirement for an item in a way that provides additional benefits to the state.

19.3 Stage 3 – Cost Evaluation

19.3.1 Points will be assigned using the following formula:

$$(1 - ((B - A) / A)) * n$$

Where:

A = Total lifecycle cost of lowest valid proposal

B = Total lifecycle cost of proposal being scored

n = Maximum number of points allocated to cost for acquisition

19.3.2 Cost categories and maximum point values are as follows:

Cost Category	Possible Points
Cost/Rates	50
Maximum Possible Points	50

19.4 Stage 4 – Selection of the successful Vendor

19.4.1 On-site Demonstrations and Interviews

19.4.1.1 At the discretion of the State, evaluators may request interviews, on-site presentations, demonstrations or discussions with any and all Vendors for the purpose of system overview and/or clarification or amplification of information presented in any part of the proposal.

19.4.1.2 If requested, Vendors must be prepared to make on-site demonstrations of system functionality and/or proposal clarifications to the evaluation team and its affiliates within seven calendar days of notification. Each presentation must be made by the project manager being proposed by the Vendor to oversee implementation of this project.

19.4.1.3 Proposed key team members must be present at the on-site demonstration. The evaluation team reserves the right to interview the proposed key team members during this onsite visit.

19.4.1.4 Although on-site demonstrations may be requested, the demonstration will not be allowed in lieu of a written proposal.

19.4.2 Site Visits

19.4.2.1 At the State's option, Vendors that remain within a competitive range must be prepared to provide a reference site within seven calendar days of notification. If possible, the reference site should be in the Southeastern region of the United States. Vendor must list potential reference sites in the proposal.

19.5 Final Quantitative Evaluation - Following any requested presentations, demonstrations, and/or site visits, the Evaluation Team will re-evaluate any technical/functional scores as necessary. The technical/functional scores will then be combined to determine the Vendor's final score.

SECTION VIII COST INFORMATION SUBMISSION

Vendors must propose a summary of all applicable project costs in the matrix that follows. The matrix must be supplemented by a cost itemization fully detailing the basis of each cost category. The level of detail must address the following elements as applicable: item, description, quantity, retail, discount, extension, and deliverable. Any cost not listed in this section may result in the Vendor providing those products or services at no charge to the State or face disqualification.

Vendors must complete the following matrix. Vendors must list all surcharges that are applicable. If the charge is other than per call or per minute, use the Other Method for Billing column to describe how the charge is applied (e.g., percent of total charge). Any costs, including surcharges, not listed in this section may not be billed.

	Per Minute Charge
Local	
Intra-LATA	
Inter-LATA(includes Interstate)	
Surcharges:	
USF	
E911	

Transaction	Transaction Fee
Fee for automated payment for credit card, debit card, and bill processing fees	
Fee for payment using live operator	
Fee for paper bill/statement	
Fee for use of their-party money transmitter (e.g., Money Gram, Western Union, credit card processing, transfers from third-party commissary accounts)	The exact fee from the third-party provider passed through directly to customer with no markup.

SECTION IX REFERENCES

Please return the following Reference Forms, and if applicable, Subcontractor Reference Forms.

1. References

- 1.1 The Vendor must provide at least **3** references consisting of Vendor accounts that the State may contact. Required information includes customer contact name, address, telephone number, email address, and engagement starting and ending dates. Forms for providing reference information are included later in this RFP section. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession.
- 1.2 Any of the following may subject the Vendor's proposal to being rated unfavorably relative to these criteria or removed from further consideration, at the State's sole discretion:
 - 1.2.1 Failure to provide reference information in the manner described;
 - 1.2.2 Inability of the State to substantiate minimum experience or other requirements from the references provided;
 - 1.2.3 Non-responsiveness of references to the State's attempts to contact them; or
 - 1.2.4 Unfavorable references that raise serious concerns about material risks to the State in contracting with the Vendor for the proposed products or services.
- 1.3 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
 - 1.3.1 The reference installation must be for a project similar in scope and size to the project for which this RFP is issued;
 - 1.3.2 The reference installation must have been operational for at least six (6) months.
- 1.4 The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, including the procuring agency and/or other agencies or institutions of the State, even if that customer is not included in the Vendor's list of references, and to utilize such information in the evaluation of the Vendor's proposal.
- 1.5 Unless otherwise indicated in the Scoring Methodology in Section VII, reference information available to the State will be used as follows:

- 1.5.1 As documentation supporting mandatory experience requirements for companies, products, and/or individuals, as required in this RFP;
 - 1.5.2 To confirm the capabilities and quality of a Vendor, product, or individual for the proposal deemed lowest and best, prior to finalizing the award.
- 1.6 The State reserves the right to forego reference checking when, at the State's sole discretion, the evaluation team determines that the capabilities of the recommended Vendor are known to the State.

2. **Subcontractors**

The Vendor's proposal must identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work, and three (3) references for whom the subcontractor has performed work that the State may contact. Forms for providing subcontractor information and references are included at the end of this section.

Unless otherwise noted, the requirements found in the References section may be met through a combination of Vendor and subcontractor references and experience. Vendor's proposal should clearly indicate any mandatory experience requirements met by subcontractors. NOTE: The State reserves the right to eliminate from further consideration proposals in which the prime Vendor does not, in the State's sole opinion, provide substantive value or investment in the total solution proposed. (i.e. the State does not typically accept proposals in which the prime Vendor is only a brokering agent.)

REFERENCE FORM

Complete 3 Reference Forms.

Contact Name:

Company Name:

Address:

Phone #:

E-Mail:

Project Start Date:

Project End Date:

Description of product/services/project, including start and end dates:

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SUBCONTRACTOR REFERENCE FORM

Complete a separate form for each subcontractor proposed.

Contact Name:
Company name:
Address:
Phone #:
E-Mail:

Scope of services/products to be provided by subcontractor:

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Complete three (3) Reference Forms for each Subcontractor.

Contact Name:
Company name:
Address:
Phone #:
E-Mail:
Description of product/services/project, including start and end dates:

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EXHIBIT A STANDARD CONTRACT

A properly executed contract is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor to execute a contract with **ITS**. The inclusion of this contract does not preclude **ITS** from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP.

If Vendor cannot comply with any term or condition of this Standard Contract, Vendor must list and explain each specific exception on the *Proposal Exception Summary Form* included in Section V.

**PROJECT NUMBER 42385
INMATE CALLING SERVICE AGREEMENT
BETWEEN
VENDOR NAME
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
MISSISSIPPI DEPARTMENT OF CORRECTIONS**

This Inmate Calling Service Agreement (hereinafter referred to as "Agreement") is entered into by and between **INSERT VENDOR NAME**, a **STATE OF INCORPORATION** corporation having its principal place of business at **VENDOR ADDRESS** (hereinafter referred to as "Contractor"), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the Mississippi Department of Corrections located at 633 North State Street, Jackson, Mississippi 39202 (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "State".

WHEREAS, Customer, pursuant to Request for Proposals ("RFP") Number 3897 requested proposals for the provision, installation and maintenance of an Inmate Calling Service for the inmates at the Mississippi State Penitentiary at Parchman, Mississippi, the Central Mississippi Correctional Facility at Pearl, Mississippi, the South Mississippi Correctional Institution at Leakesville, Mississippi, and the seventeen (17) Community Work Centers and four (4) Restitution Centers across the State of Mississippi (hereinafter referred to as the "Correctional Facilities"), and

WHEREAS, Contractor was the successful respondent in an open, fair and competitive procurement process to provide the above mentioned services;

NOW THEREFORE, in consideration of the mutual understandings, promises and agreements set forth, the parties hereto agree as follows:

ARTICLE 1 PERIOD OF PERFORMANCE

1.1 Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on the date it is signed by all parties and shall continue in effect for thirty-six (36) months thereafter. At the end of the initial term, this Agreement

may, upon the written agreement of the parties, be renewed for two (2) additional twelve (12) month terms. Sixty (60) days prior to the expiration of the initial term or any renewal term of this Agreement, Contractor shall notify Customer and ITS of the impending expiration and Customer shall have thirty (30) days in which to notify Contractor of its intention to either renew or cancel the Agreement.

ARTICLE 2 SCOPE OF SERVICES

Contractor shall provide, install and maintain a turnkey Inmate Calling Service, including a digital recording system, which meets or exceeds all of the specifications stated in RFP No. 3897 and Contractor's Proposal, as accepted by the State, in response thereto. All equipment and services shall be installed and fully functional by February 2017, or within such other period as may be agreed to by the parties.

ARTICLE 3 ACCEPTANCE TESTING

3.1 Contractor must conduct an operational system test of the proposed system and certify, in writing, that the system is ready for acceptance testing and will perform in accordance with the requirements stated. The Contractor must ensure that the system, in general, and each module of the system, in particular, operates according to specifications before turning the system over to Customer. Contractor understands and agrees that Customer personnel will not debug modifications for the Contractor.

3.2 Customer will have ten (10) business days to test all aspects of the system to ensure it is functioning as specified. If any aspect of the system fails to function as specified, the Contractor will be given five (5) business days to correct the malfunction. The Customer will then have another ten (10) business days to accept the system. If the Contractor fails to correct defects after a second five (5) day period, the Customer reserves the right to replace the system.

3.3 Acceptance testing shall not in any way relieve the Contractor of its responsibilities to correct any defect during the life of the Agreement.

3.4 Prior to final acceptance by Customer, the Contractor must have satisfactorily completed the training program for system administrators and inmates as specified in Article 4 below.

ARTICLE 4 TRAINING

4.1 Contractor will provide live, hands-on instruction with emphasis on all features and system design, including the digital recording system ("DRS") for all system administrators within five (5) days prior to system cutover.

4.2 Contractor will provide training to three (3) Customer personnel at each Customer site as designated by Customer. Training will include the management of day-to-day operations of the system, such as, but not limited to, adding, deleting, or changing inmates' personal identification numbers ("PIN") and inmates' allowed call telephone number lists; blocking numbers from being called by inmates; proper record keeping; and trouble reporting procedures.

4.3 Within two (2) weeks of cutover, Contractor will provide training to inmates on how to place collect calls. Training will include a live, hands-on demonstration on the steps necessary to place a collect call.

4.4 Contractor will have printed instructions on each inmate telephone instructing the inmates

on how to place a collect call. Instructions will be printed in English and Spanish.

4.5 Contractor will have at least one (1) trainer on-site for retraining and consultation of inmates and system administrators for the first five (5) days after cutover.

ARTICLE 5 EMPLOYMENT STATUS

5.1 Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.

5.2 Contractor represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of Customer.

5.3 Contractor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Contractor nor employees of Contractor are entitled to state retirement or leave benefits.

5.4 It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Contractor shall be paid as a gross sum with no withholdings or deductions being made by Customer for any purpose from said contract sum, except as permitted herein in the article titled "Termination".

ARTICLE 6 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of the Correctional Facilities covered by this Agreement. Any employee or subcontractor acting in a manner determined by the administration of the Correctional Facility to be detrimental, abusive or offensive to any of the staff and/or inmates, will be asked to leave the premises and may be suspended from further work on the premises. All Contractor employees and subcontractors who will be working at such locations shall be covered by Contractor's comprehensive general liability insurance policy.

ARTICLE 7 MODIFICATION OR RENEGOTIATION

This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

ARTICLE 8 ASSIGNMENT AND SUBCONTRACTS

8.1 Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties' respective successors and assigns.

8.2 Contractor must obtain the written approval of Customer before subcontracting any portion of this Agreement. No such approval by Customer of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Customer in addition to the total fixed price agreed upon in this Agreement. All subcontracts shall incorporate the terms of this Agreement and shall be subject to the terms and conditions of this Agreement and to any conditions of approval that Customer may deem necessary.

8.3 Contractor represents and warrants that any subcontract agreement Contractor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Customer, and that the subcontractor acknowledges that no privity of contract exists between the Customer and the subcontractor and that the Contractor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Contractor. The Contractor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's failure to pay any and all amounts due by Contractor to any subcontractor, materialman, laborer or the like.

8.4 All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between the Contractor and the Customer, where such dispute affects the subcontract.

ARTICLE 9 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Customer for the payments or performance due under this Agreement, Customer shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Customer shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

ARTICLE 10 DEFAULT

The occurrence of any of the following shall constitute a default hereunder: (a) Contractor shall breach any term of this Agreement and such breach continues for ten (10) days after Contractor receives written notice from the State, or (b) Contractor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary.

ARTICLE 11 TERMINATION

Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated by the State without the assessment of penalties as follows: (a) If Contractor defaults hereunder pursuant to Article 10 above, the State may terminate the Agreement upon the giving of ten (10) days written notice unless the breach is cured within said ten (10) day period, or (b) The State may terminate this Agreement upon the giving of ten (10) days written notice to Contractor if a court of competent jurisdiction finds that Contractor persistently disregards laws,

ordinances, rules, regulations or orders of any public authority having jurisdiction, or (c) In the event of privatization of the correctional facility, the State may terminate this Agreement upon the giving of ten (10) days written notice to Contractor, or (d) The State may, upon the giving of one hundred and twenty (120) days written notice specifying the effective date thereof to Contractor, terminate this Agreement if it is determined by the State to be in its best interest to so terminate. The provisions of this Article do not limit either party's right to pursue any other remedy available at law or in equity.

ARTICLE 12 GOVERNING LAW

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Contractor expressly agrees that under no circumstances shall Customer or ITS be obligated to pay an attorney's fee, prejudgment interest or the cost of legal action to Contractor. Further, nothing in this Agreement shall affect any statutory rights Customer may have that cannot be waived or limited by contract.

ARTICLE 13 WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

ARTICLE 14 SEVERABILITY

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

ARTICLE 15 CAPTIONS

The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or Article in this Agreement.

ARTICLE 16 HOLD HARMLESS

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect and exonerate Customer, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Contractor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform this Agreement.

ARTICLE 17 THIRD PARTY ACTION NOTIFICATION

Contractor shall notify Customer in writing within five (5) business days of Contractor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or Customer by any entity that may result in litigation related in any way to this

Agreement and/or which may affect the Contractor's performance under this Agreement. Failure of the Contractor to provide such written notice to Customer shall be considered a material breach of this Agreement and the Customer may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 18 AUTHORITY TO CONTRACT

Contractor warrants that it is a validly organized business with valid authority to enter into this Agreement; that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

ARTICLE 19 NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by facsimile provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Customer's address for notice is: Ms. Audrey McAfee, IT Director, Mississippi Department of Corrections, 633 North State Street, Jackson, Mississippi 39202. The Contractor's address for notice is: **INSERT VENDOR NOTICE INFORMATION**. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

ARTICLE 20 RECORD RETENTION AND ACCESS TO RECORDS

Contractor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Customer, ITS, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to any of the Contractor's books, documents, papers and/or records that are pertinent to this Agreement to make audits, examinations, excerpts and transcriptions at the Contractor's office where such records are kept during Contractor's normal business hours. All records relating to this Agreement shall be retained by the Contractor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 21 INSURANCE

Contractor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Contractor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Contractor will, upon request, furnish Customer with a certificate of conformity providing the aforesaid coverage.

ARTICLE 22 DISPUTES

Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Contractor and Customer, shall be decided by the Executive Director of ITS or

his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

ARTICLE 23 COMPLIANCE WITH LAWS

Contractor shall comply with, and all activities under this Agreement shall be subject to, all Customer policies and procedures, and all applicable federal, state, and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Contractor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability.

ARTICLE 24 CONFLICT OF INTEREST

Contractor shall notify the Customer of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to the Customer's satisfaction, the Customer reserves the right to terminate this Agreement.

ARTICLE 25 SOVEREIGN IMMUNITY

By entering into this Agreement with Contractor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 26 CONFIDENTIAL INFORMATION

26.1 Contractor shall treat all Customer data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Customer. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform Customer and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Agreement on behalf of, or under the rights of the Contractor following any termination or completion of this Agreement.

26.2 With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Contractor. ITS will provide third party notice to Contractor of any requests received by ITS for any such confidential exhibits so as to allow Contractor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

26.3 The parties understand and agree that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed confidential information.

ARTICLE 27 EFFECT OF SIGNATURE

Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the State or the Contractor on the basis of draftsmanship or preparation hereof.

ARTICLE 28 ENTIRE AGREEMENT

28.1 This contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. The RFP No. 3897 and Contractor's Proposal in response to RFP No. 3897 are hereby incorporated into and made a part of this Agreement.

28.2 The contract made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

- A.** This Agreement signed by the parties hereto;
- B.** Any exhibits attached to this Agreement;
- C.** RFP No. 3897 and written addenda, and
- D.** Contractor's Proposal, as accepted by Customer, in response to RFP No. 3897.

28.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Contractor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Agreement") and the lowest document is listed last ("D. Contractor's Proposal").

ARTICLE 29 STATE PROPERTY

Contractor shall be responsible for the proper custody of any Customer-owned property furnished for Contractor's use in connection with work performed pursuant to this Agreement. Contractor shall reimburse the Customer for any loss or damage, normal wear and tear excepted.

ARTICLE 30 SURVIVAL

Articles 12, 16, 20, 25, 26, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

ARTICLE 31 DEBARMENT AND SUSPENSION CERTIFICATION

Contractor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or

state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

ARTICLE 32 COMPLIANCE WITH ENTERPRISE SECURITY POLICY

Contractor and Customer understand and agree that all products and services provided by Contractor under this Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Contractor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

ARTICLE 33 LIQUIDATED DAMAGES

33.1 Contractor shall provide Customer quarterly statements of rates being charged for all telephone calls to serve as an audit. These reports are due to Customer by the 15th of the month following the end of the calendar quarter. Holidays are not an exception. Such reports are to be sent to: Mr. Rick McCarty, Mississippi Department of Corrections, 633 North State Street, Jackson, Mississippi 39202. At the sole discretion of Customer, liquidated damages of \$250.00 per day may be assessed Contractor for each calendar day the reports are late.

33.2 The Contractor must allow all inmate telephones to be in use simultaneously, i.e., phones to outgoing communications lines must be on a one-to-one basis. At the sole discretion of Customer, liquidated damages in the amount of \$500.00 per day per Customer site may be assessed Contractor for failure to maintain this one-to-one ratio. The liquidated damages will continue until such time as the one-to-one ratio is achieved.

33.3 Contractor shall certify monthly as to the quantity of phones and lines. In the event the Contractor fails to provide this certification or in the event the report is found to be falsified, the Customer may, in its sole discretion, assess Contractor liquidated damages in the amount of \$1,000.00 per day per Customer site until such time as the ratio is corrected or the certification is provided.

33.4 Customer will notify the Contractor when the population of a prison increases to warrant additional phones and associated lines. Contractor will have seventeen (17) business days from receipt of such notification to install the additional lines and phones. In the event of a delay in the installation of the additional phones and lines, the Customer may, in its sole discretion, assess Contractor liquidated damages in the amount \$500.00 per day until such time as the phones and lines are installed.

33.5 The Contractor shall provide and maintain a minimum of one (1) telephone per twenty (20) inmates at all Customer sites, excluding maximum security lockdown. At the sole discretion of

Customer, liquidated damages in the amount of \$500.00 per day per Customer sites may be assessed for failure to maintain this ratio. The liquidated damages will continue until such time as the Contractor remedies the ratio.

33.6 Contractor shall submit a usage report electronically to Customer by the tenth (10th) of each month with such report including, but not being limited to, the following information: (a) date and time of calls; (b) telephone numbers; (c) number of messages; (d) number of minutes; (e) usage revenue, and (f) totals on messages, minutes, and revenues. The information must be available by PIN, cellblock and by Customer site. In the event of a delay in the delivery of the usage report, the Customer may, in its sole discretion, assess Contractor liquidated damages in the amount of \$500.00 per day until such time as the usage report is delivered to Customer.

33.7 Upon request of Customer, the Contractor shall provide, at no cost to Customer, a report reflecting Contractor's gross revenue for any specified time period, within five (5) days of Customer's request for same. In the event of a delay in the delivery of this report, the Customer may, in its sole discretion, assess Contractor liquidated damages in the amount of \$500.00 per day until such time as the report is delivered to Customer.

33.8 In the event the Contractor fails to meet the maintenance and support requirements specified in RFP No. 3897, the Customer may, in its sole discretion, assess Contractor liquidated damages in the amount of \$500.00 per hour, with a one hour minimum, for every hour the requirements are not met.

33.9 The Contractor understands and agrees that the provision of inmate calling services is considered to be critical. In addition to the specific situations set forth above in Articles 33.1 through 34.8, in the event the Contractor at any time fails to meet the terms and conditions of this Agreement, the Customer may, in its sole discretion, assess Contractor liquidated damages in the amount of \$1,500.00 per day until such time as the failure is deemed corrected by Customer.

ARTICLE 34 STATUTORY AUTHORITY

By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the executive director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Customer's or Contractor's contractual obligations, financial or otherwise, contained within this Agreement. The parties further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by Customer's funding source.

ARTICLE 35 TRANSPARENCY

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood

and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

**State of Mississippi, Department of
Information Technology Services, on
behalf of Mississippi Department of
Corrections**

INSERT VENDOR NAME

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

Mississippi Department of Corrections

By: _____
Authorized Signature

Printed Name: Marshall Fisher

Title: Commissioner

Date: _____